

# **LAKESHORE AT WABEEK CONDOMINIUM MASTER DEED**

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LIBER 13069 PAGE 893  
\$22.00 MISC RECORDING  
\$4.00 REMUNERATION  
05/17/2011 09:37:23 A.M. RECEIPT# 40863

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BILL BULLARD JR, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO THE AMENDED AND RESTATED SUPERSEDING  
CONSOLIDATED MASTER DEED OF  
LAKE SHORE AT WABEEK CONDOMINIUM**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED SUPERSEDING CONSOLIDATED MASTER DEED is made and executed on this 10<sup>th</sup> day of May, 2011, by the Lakeshore at Wabek Condominium Association, a Michigan nonprofit corporation, whose office is c/o 1899 Orchard Lake Rd., Ste 204, Sylvan Lake, MI 48320, hereinafter referred to as the "Association," represented herein by Uda Shallop, the President of the Lakeshore at Wabek Condominium Association, who is fully empowered and qualified to act on behalf of the Association in pursuance of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

19-18-204-000ent

**WITNESSETH:**

WHEREAS, the Association, the nonprofit corporation organized for the administration and management of Lakeshore at Wabek Condominium, a condominium project established pursuant to the Master Deed thereof, recorded on November 15, 1985 in Liber 9182, Pages 475 et seq., First Amended and Restated Master Deed, recorded on April 3, 1987 in Liber 9841, Pages 762 et seq., First Amendment to the First Amended and Restated Master Deed, recorded in Liber 10356, Pages 723 et seq., Second Amendment to the First Amended and Restated Master Deed, recorded in Liber 10890, Pages 447 et seq., Second Amended and Restated Master Deed, recorded on July 27, 1990 in Liber 11487, Pages 231 et seq., and ~~Amended~~ Amended and Restated Superseding Consolidated Master Deed recorded on May 10, 2001 in Liber 22826, Pages 431 et seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 429, desires to amend Article IV, Section C(2)(b) of the Amended and Restated Superseding Consolidated Master Deed of Lakeshore at Wabek Condominium, pursuant to the authority granted by Section 90 of the Michigan Condominium Act, as amended, (MCLA § 559.190, MSA § 26.50(190)), and Article VIII of the Amended and Restated Superseding Consolidated Master Deed, for the purpose of changing the responsibility for the front porches, front entry decks, exterior steps, and walkways leading to front porches, as defined in Article IV, B (5) and garage doors and supporting hardware of the Condominium from the Association to the Co-owners.

\* and 1st amend to superseding 200258  
PSS/SMH

This Amendment shall not enlarge the common elements of the existing condominium project, or alter the existing percentages of value in the project.

The Second Amended and Restated Master Deed and Condominium Bylaws shall be amended upon obtaining the necessary approval of the co-owners having an interest in the project, as required by Section 90 of the Michigan Condominium Act (MCLA § 559.190, MSA §

26.50(190)), approval of mortgagees as an as required by Section 90a of the Michigan Condominium Act (MCLA § 559.190a, MSA § 26.50(190a)), and upon recording with the Register of Deeds for Oakland County, as required by Section 73 of the Michigan Condominium Act (MCLA § 559.173, MSA § 26.50(173)).

NOW THEREFORE, the following change is hereby made to the Lakeshore at Wabeek Condominium Amended and Restated Superseding Consolidated Master Deed:

#### **Article I of Amendment**

ARTICLE IV, C(2)(b) of the Lakeshore at Wabeek Condominium Amended and Restated Superseding Consolidated Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to read as follows:

C. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance of all Units and appurtenant Limited Common Elements, as set out in the relevant sections of Article VI of the Second Amended and Restated Condominium Bylaws (Exhibit "A" to the Second Amended and Restated Master Deed), the respective responsibilities for the maintenance, decoration, repair, and replacement of the Units and Common Elements comprising the Condominium are as follows:

(2) Association Responsibilities:

(b) Limited Common Elements. Notwithstanding any provisions of this Article and the Condominium Bylaws to the contrary, the costs of maintenance, decoration, repair, and replacement of the following Limited Common Elements shall be borne by the Association:

- (i) Driveways and driveway approaches, as defined in Article IV,B(6).

In all other respects, the Amended and Restated Superseding Consolidated Master Deed of the Lakeshore at Wabeek Condominium, including the Bylaws attached thereto as Exhibit A, and the Condominium Subdivision Plan, applicable thereto as Exhibit B, as previously recorded, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.

Lakeshore at Wabeek Condominium Association,  
a Michigan nonprofit corporation

By: 

Jda Shalloo  
Its: President

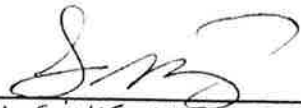
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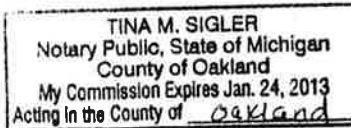
STATE OF MICHIGAN     }  
  }ss  
COUNTY OF OAKLAND    }

On this 10<sup>th</sup> day of May, 2011, the foregoing First Amendment to the Amended and Restated Superseding Consolidated Master Deed of the Lakeshore at Wabeek Condominium was acknowledged before me by Uda Shalloo, President of the Lakeshore at Wabeek Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Association.

**Drafted by:** return to:

Mark F. Makower, Esq.  
Makower Abbate & Associates, PLLC  
30140 Orchard Lake Road  
Farmington Hills, Michigan 48334

  
\_\_\_\_\_  
Tina M. Sigler   Notary Public  
Oakland County, MI  
Acting in Oakland, County  
My Commission expires: 1/24/2013





**CERTIFICATION**

STATE OF MICHIGAN )

)SS

COUNTY OF OAKLAND )

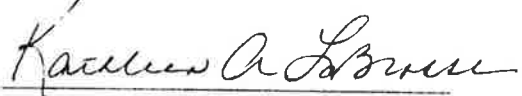
I, Kathleen LaBrosse, being first duly sworn, depose and state as follows:

That I am the managing agent for the Lakeshore at Wabeek Condominium Association, the corporation named in and which executed the First Amendment to the Amended and Restated Superseding Consolidated Master Deed of Lakeshore at Wabeek Condominium.

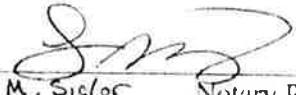
That the First Amendment to the Amended and Restated Superseding Consolidated Master Deed of Lakeshore at Wabeek Condominium was submitted to all co-owners of units in Lakeshore at Wabeek Condominium for the purpose of voting thereon, and that said co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Lakeshore at Wabeek Condominium Association at 1899 Orchard Lake Rd., Suite 204, Sylvan Lake, MI 48320.

FURTHER, AFFIANT SAYETH NOT.

  
Kathleen LaBrosse

Acknowledged, subscribed and sworn to before  
me this 10<sup>th</sup> day of April, 2011.  
May

  
Tina M. Sigler Notary Public  
Oakland County, Michigan  
Acting in Oakland County  
My Commission Expires: 1/24/2013

TINA M. SIGLER  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jan. 24, 2013  
Acting in the County of Oakland

### CERTIFICATION

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF OAKLAND    )

I, Mark F. Makower, being first duly sworn, depose and state as follows:

1. That I am the attorney for Lakeshore at Wabeek Condominium Association, the Corporation named in and which executed the attached First Amendment to the Master Deed of Lakeshore at Wabeek Condominium.
2. That I personally sent a copy of the attached First Amendment to the Master Deed of Lakeshore at Wabeek Condominium and the ballot and notice required under Section 90A of the Michigan Condominium Act, to all mortgagees of record of those units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the First Amendment to the Master Deed of Lakeshore at Wabeek Condominium.
3. That (2/3) of said mortgages have consented to the attached First Amendment to the Master Deed of Lakeshore at Wabeek Condominium in accordance with the provisions of Section 90a of the Michigan Condominium Act. Said consents are maintained in file located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

  
Mark F. Makower

Subscribed and sworn to before me this  
18<sup>th</sup> day of April, 2011.



Kelly S. Laga-Davis  
Notary Public, Oakland County, MI  
Acting in ~~Oakland~~ County, Michigan  
My Commission Expires on 03-17-2015

 **COPY**

LIBER 22826 PC 431

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LIBER 22826 PAGE 431  
\$103.00 DEED - COMBINED  
\$2.00 REMONUMENTATION  
05/10/2001 02:57:40 P.M. RECEIPT# 30281  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**AMENDED AND RESTATED SUPERSEDING CONSOLIDATED MASTER  
DEED OF LAKESHORE AT WABEEK CONDOMINIUM  
(Act 59, Public Acts of 1978 as amended)  
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 429**

This Amended and Restated Superseding Consolidated Master Deed is made and executed on this 27<sup>th</sup> day of APRIL, 2001, by the Lakeshore at WabEEK Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is located c/o 3319 Greenfield Road, Suite 321, Dearborn, MI 48120, represented herein by Edmund London, the President of the Lakeshore at WabEEK Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

**WITNESSETH:**

**WHEREAS**, the Association desires by recording this Amended and Restated Superseding Consolidated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached to the Superseding Consolidated Master Deed as Exhibit "B", recorded at Liber 11487, Pages 278 – 300, inclusive, Oakland County Records (both of which are hereby incorporated by reference and made a part hereof), to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan.

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of Lakeshore at WabEEK as a Condominium under the Condominium Act and does declare that Lakeshore at WabEEK (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Superseding Consolidated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

## ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Lakeshore at Wabeek, Oakland Condominium Subdivision Plan No. 429. The Condominium Project is established in accordance with the Act.

Section 2. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached to the Superseding Consolidated Master Deed as Exhibit "B", (recorded at Liber 11487, Pages 278 – 300, inclusive, Oakland County Records). Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by this Amended and Restated Superseding Consolidated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in the Lakeshore at Wabeek Condominium Association as set forth herein, in the Restated Condominium Bylaws, Corporate Bylaws and Articles of Incorporation of such Association.

## ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium Project established by the Master Deed is particularly described as follows:

A part of the north 1/2 of Section 18, T.2N., R. 10 E., Bloomfield Township, Oakland County, Michigan, more particularly described as: Commencing at the northwest corner of said Section 18; thence south 00° 29' 30" west 1,412.59 feet; thence south 89° 30' 30" east, 1,957.05 feet to the point of beginning, said point being the southeast corner of Lot 45 of "Wabeek Ridge", as recorded in Liber 178, Pages 32 through 37 of Plats, Oakland County, Michigan Records; thence due north 302.98 feet along the east line of said Lot 45 to a point "A"; thence continuing due north 25 feet more or less to a point on the waters edge of Wabeek Lake; thence easterly along the waters edge of Wabeek Lake 945.00 feet, more or less; thence south 02° 30' 20" west 7 feet, more or less to a point "B", said waters edge being traversed by the following: Beginning at the above mentioned point "A"; thence north 61° 21' 09" east 115.70 feet; thence north 72° 43' 41" east, 125.00 feet; thence north 82° 14' 00" east 380.00 feet; thence south 83° 54' 14" east 337.62 feet to the above mentioned point "B"; thence south 02° 30' 20" west 438.06 feet to a point on the northerly line of Wabeek Lake Drive East (60 feet wide) as described in said Wabeek Ridge; thence the following five courses along said northerly line: (1) along a curve to the right 215.80 feet, said curve having a radius of 600.00 feet, central angle of 20° 36' 25", and a long chord bearing of North 88° 15' 39" west, 214.63 feet, and (2) north 77° 57' 26" west, 196.83 feet, and (3) along a curve to the left 161.72 feet, said curve having a radius of 673.21 feet, central angle of 13° 45' 49", and a long chord bearing of north 84° 50' 21" west, 161.33 feet, and (4) south 88° 16' 45" west, 129.09 feet, and (5) along a curve to the left 220.00 feet, said curve having a radius of 960.00 feet, central angle of 13° 07' 49", and a long chord bearing of south 81° 42' 50" per J.E.

west, 219.52 feet to the point of beginning and containing 9.1 acres  $\pm$  which includes 0.51 acres  $\pm$  between the above described traverse line and the waters edge of said Wabeek Lake.

### ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Superseding Consolidated Master Deed and Exhibits "A" hereof and "B" applicable hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of the Lakeshore at Wabeek Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Lakeshore at Wabeek, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Superseding Consolidated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Lakeshore at Wabeek Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" or "Corporate Bylaws" means the corporate Bylaws of Lakeshore at Wabeek Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium. Said Bylaws are contained in the Restated Condominium Bylaws in Articles VIII through XIV.

D. "Unit or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Lakeshore at Wabeek, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, and also containing the Corporate Bylaws in Articles VIII through XIV.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Superseding Consolidated Master Deed and Exhibits "A" hereof and "B" applicable hereto, together with the Articles of Incorporation, and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as herein described.

H. "Condominium Project", "Condominium" or "Project" means Lakeshore at Wabek as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means Exhibit "B" hereof, that being the Condominium Subdivision Plan attached to the Superseding Consolidated Master Deed, as recorded at Liber 11487, Pages 278 – 300, inclusive, Oakland County Records, which is incorporated herein.

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". The Developer is an owner as long as it owns one or more Units. Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Lakeshore at Wabek and the Act.

K. "Developer" shall refer to Lakefront at Wabek Development Company, a Michigan Co-partnership, which made and executed the original Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Superseding Consolidated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated Condominium Bylaws are attached as exhibit A, and to which the as built Condominium Subdivision Plan is made applicable as exhibit B.

N. "Percentage of value" means the percentage assigned to each Condominium Unit in the original Master Deed, as amended. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

Q. "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

#### ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in Exhibit "B" applicable hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements. The general Common Elements are:

- (1) Land. The land described in Article II hereof, including sidewalks and roads, but specifically excluding the approach and driveways leading from the main roadways into the garage area of each Unit;
- (2) Electrical. The electrical wiring network throughout the project up to the point of connection with the exterior of an individual condominium unit and excluding the electrical wiring in an individual condominium unit, circuit breakers, switches, outlets, light fixtures, air conditioning units and other electrically operated appliances within any individual condominium unit;
- (3) Gas. The gas line network throughout the project up to the point where the gas line connects with the shutoff valve applicable to an individual condominium unit which that gas line serves. Where applicable, a gas line (general common element) may pass through a condominium unit other than that served by the particular gas line;
- (4) Telephone. The telephone wiring network throughout the project up to the point of connection where each unit's telephone service intersects with the main telephone line within each building;
- (5) Water Distribution. The water distribution system throughout the project up to the point of connection with plumbing fixtures within any unit. Where applicable, the water line (general common element) may pass through a condominium unit other than that served by the particular water line;
- (6) Storm Drainage. The storm drainage systems throughout the project;
- (7) Sanitary Sewer. The sanitary sewer system throughout the project up to the point of entry into each condominium unit. Where applicable, the sanitary sewer line may pass through a condominium unit other than that served by the particular sewer line;
- (8) Construction. The foundations, supporting columns, unit roofs, perimeter walls, as shown on Exhibit "B" ceilings, floor construction and furnace chimneys which

protrude from the roof, gutters and drains, but, excluding windows and doors appurtenant to each condominium unit.

(9) Defined Items on Exhibit B. All elements of the project designated as general common elements in Exhibit "B" to this Master Deed;

(10) Other. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a condominium unit which are not designated as limited common elements in Exhibit "B" or in subsection B of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

Any utility lines, systems (including mains and service leads) and equipment owned by the local public authority or by the company that is providing the pertinent service shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Association makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit(s) to which the Limited Common Elements are appurtenant, as shown in Exhibit B. The Limited Common Elements are as follows:

(1) Interior. Interior surfaces of unit perimeter walls, ceilings, and floors contained within such units all of which shall be subject to the exclusive enjoyment and usage of the co-owner of each such unit;

(2) Windows, Storms and Screens. All Unit windows, doorwalls, storms and screens, and storm/screen doors in the Project, (other than those added by Co-owners - which are considered the personal property of the Co-owner), are restricted in use to the Co-owners of the Units to which the same are appurtenant;

(3) Entry Doors, Garage Doors and Supporting Hardware. All entry doors and garage doors in the Project, together with all garage door supporting hardware, (including but not limited to, tracks, springs, locks, etc.), are restricted in use to the Co-owners of the Units to which the same are appurtenant;

(4) Air Conditioning, Heating, and Dryer Venting. Each individual air conditioner and compressor, furnace and hot water heater, including all ductwork, electrical wiring and transmission lines appurtenant thereto, (including dryer venting), and fireplace combustion chamber and chimney up to the point it protrudes through the roof, is restricted in use to the Co-owner of the Unit which such equipment services;

(5) Porches, Decks, Steps and Walkways. Each front porch, front entry deck, deck, exterior steps and walkways leading to the front porches in the Project are restricted in use to the Co-owner of the Unit which opens into/onto such element, as the case may be, as shown on the Condominium Subdivision Plan;



(6) Driveways and Approaches. The driveway approach leading from the private drive servicing all of the condominium units to the garage entrance of each individual condominium unit and the driveway area in front of each garage shall be limited in use to the co-owners whose units are served by such driveway and approach;

(7) Water Meters. The individual water meters serving each condominium unit shall be limited to the exclusive use and enjoyment of the co-owner whose unit is served by such water meter;

(8) Atriums and Courts. Where applicable, an atrium or court adjacent to or part of a condominium unit is restricted in use to the unit applicable to that atrium or court;

(9) Garage Door Openers and Remotes. All electric garage door openers and remotes, shall be limited common elements appurtenant to the Unit serviced thereby;

(10) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance of all Units and appurtenant Limited Common Elements, as set out in the relevant sections of Article VI of the Restated Condominium Bylaws (Exhibit "A" to this Amended and Restated Superseding Consolidated Master Deed), the respective responsibilities for the maintenance, decoration, repair, and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

(a) Unit, Limited Common Elements. The primary responsibility for the costs of maintenance, decoration, repair, and replacement of each Unit, and all fixtures, improvements, and personal property located therein, and all of the Limited Common Elements appurtenant thereto, except those Limited Common Elements for which the Association is responsible as stated in subparagraph C(2)(b) of this Article IV, shall be borne by the Co-owner(s) of the Unit. By way of example, and not limitation, the co-owner shall be responsible for the costs of repair, replacement, maintenance and decoration of:

- (i) All appliances within a unit and supporting hardware/equipment including but not limited to furnace, humidifier, air cleaner, air conditioning and compressor, garbage disposal, dishwasher, range and oven, vent fan, duct work, vent covers and filters and hot water heaters.
- (ii) Entry doors, all doors and windows (including doorwalls), screens and related hardware within the individual unit, except

for garage doors and supporting hardware (which will be the responsibility of the Association).

- (iii) All garage door openers and remotes.
- (iv) All electrical fixtures or appliances within an individual unit including but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. Any modification to the existing electrical system must be approved by the Board of Directors in writing and completed by a licensed electrician.
- (v) Any electrical outlets connected to an individual unit's electrical meter but located on the exterior of a unit.
- (vi) All plumbing fixtures including shut-off valves, wax rings and washers.
- (vii) All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and related hardware.
- (viii) The decks (other than front entry decks), atrium or court areas, applicable to an individual condominium unit.
- (ix) All interior improvements or decorations including but not limited to paint, wallpaper, carpeting and trim.
- (x) Individual unit drain lines located within the unit, except sump pumps and sump drains located within individual units. Sump pumps and sump drains shall be maintained by the Association, provided however, that a co-owner whose Unit contains a sump pump shall not restrict the Association, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Damage to such items caused by the malfunction of such equipment shall be borne by the Co-owner in all instances.
- (xi) All limited common elements assigned to an individual condominium unit pursuant to sub-paragraph B.1 – 10 of this Article IV, and Exhibit B of this Master Deed, except as stated otherwise herein.

(xii) All other items not specifically enumerated above which may be located within the space constituting an individual Unit.

(b) Utility Charges. All costs of electricity, gas, telephone, and any other utility services shall be borne by the Co-owner(s) of the Unit to which such services are furnished.

(c) Co-owner Additions, Modifications. Co-owner additions and modifications of whatever nature, whether or not approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner(s). Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages, and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner(s).

(d) Co-owner Fault. Any and all costs for maintenance, decoration, repair, and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, or invitees of a Co-owner, shall be borne by the Co-owner(s). The Association may incur such costs and charge and collect them from the responsible Co-owner(s) in the same manner as an assessment in accordance with Article II of the Condominium Bylaws.

(2) Association Responsibilities:

(a) General Common Elements. The costs of maintenance, decoration, repair, and replacement of all General Common Elements listed in subparagraph A. 1 – 10 of this Article IV, shall be borne by the Association, subject to any provisions of this Article and the Condominium Bylaws expressly to the contrary.

(b) Limited Common Elements. Notwithstanding any provisions of this Article and the Condominium Bylaws to the contrary, the costs of maintenance, decoration, repair, and replacement of the following Limited Common Elements shall be borne by the Association:

- (i) Front porches, front entry decks, exterior steps, and walkways leading to front porches, as defined in Article IV,B(5);
- (ii) Driveways and driveway approaches, as defined in Article IV,B(6).
- (iii) Garage doors and supporting hardware (but not openers and remotes).

(c) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, expenses involving Limited Common Elements shared by one or more Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

## ARTICLE V USE OF PREMISES

No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

## ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Condominium Unit Description. Each Unit in the project is described in this paragraph with reference to the Condominium Subdivision Plan of Lakeshore at Wabeek as surveyed by Giffels-Webster Engineers, Inc. and attached to the Superseding Consolidated Master Deed, as Exhibit "B", recorded at Liber 11487, Pages 278 – 300, inclusive, Oakland County Records. Each Unit shall include all that space contained within the interior finished, unpainted perimeter walls and ceilings and from the finished subfloor or basement floor, where applicable, and including garage areas, all as shown on the floor plans and sections in Exhibit B hereto. For all purposes, individual Units may be defined and described by reference to this Amended and Restated Superseding Consolidated Master deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

B. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in subparagraph C below. The percentages of value are computed based upon the square foot area applicable to each condominium unit with the resulting percentages reasonably adjusted to total precisely 100%. For purposes of calculating the applicable square foot area of each unit, the entire square foot area of the main floor and upper floor has been included in the calculation and one half (1/2) of the square foot area of the lower level has been included. The garage area has been excluded. The percentage assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each prospective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total percentage value of the project is 100%.

C. Percentages of Value. Set forth below are each condominium unit number and the percentage of value assigned to each unit. Each Condominium Unit shall have an undivided interest in the Common Elements proportionate to its percentage of value, as provided in Section 37 of the Act.

Unit Number	Percentage of Value
1	.043017
2	.055228
3	.053412
4	.056366
5	.045822
6	.046878
7	.055918
8	.054902
9	.053940
10	.053940
11	.053032
12	.054360
13	.048410
14	.054996
15	.060378
16	.055417
17	.052625
18	.055918
19	.045442

## ARTICLE VII EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any portion of a structure/residence or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant licenses, rights of way and easements over or through, or dedicate, any portion of any General Common Element of the Condominium for utility, roadway, construction, telecommunications or safety purposes.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Superseding Consolidated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Superseding Consolidated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Developer's Reserved Easements. Developer hereby reserves permanent easements for ingress and egress over the roads, drives and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend any utility mains in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by the Developer or its successor. Developer has no financial obligation to support such easements, except that any dwelling unit benefiting from such easements shall pay a prorata share of the expenses of maintenance, repair or replacement of the facilities used, which share shall be determined prorata according to the total number of units using such facilities.

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## ARTICLE VIII AMENDMENTS

This Amended and Restated Superseding Consolidated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90A of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

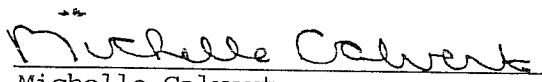
## ARTICLE IX PROTECTIVE COVENANTS APPLICABLE TO WABEEK LAKE

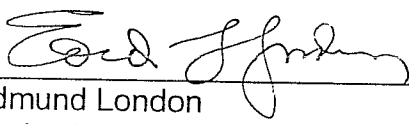
The condominium property abuts and has access to WabEEK Lake. The Declaration of protective covenants for WabEEK Lake has been established and is recorded in Liber 6134, Page 65 of Oakland County Records. Usage of WabEEK Lake by the Condominium Association and the co-owners of the condominium is specifically subject to provisions of the foregoing Declaration of Protective Covenants applicable to WabEEK Lake.

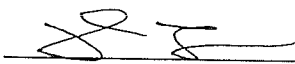
IN WITNESS WHEREOF, the Association has caused this Amended and Restated Superseding Consolidated Master Deed to be executed the day and year first above written.

WITNESSES:

LAKESHORE AT WABEEK  
CONDOMINIUM ASSOCIATION,  
A Michigan Non-Profit Corporation

  
Michelle Calvert

By:   
Edmund London  
Its: President

  
Jordan London

OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 429  
EXHIBIT "B" TO THE CONSOLIDATED  
**LAKE SHORE  
CONDOMINIUM**  
BLOOMFIELD TOWNSHIP  
OAKLAND COUNTY, MICHIGAN  
DEVELOPER

LAKEFRONT AT WABECK DEVELOPMENT CO.  
6441 INKSTER ROAD - SUITE 232  
BIRMINGHAM, MICHIGAN 48010

**LAKE SHORE AT WAABEEK  
CONDOMINIUM**

**ENGINEERS & SURVEYORS  
GIFFELB-WESTER ENGINEERS INC.  
2871 BOND STREET  
P. O. BOX 87004  
AUBURN HILLS, MICHIGAN 48087**

**DESCRIPTION**[illegible]

RIDGE THENCE THE FOLLOWING FIVE CORNERS  
 ALONG BACK NORTHEASTLY LINE, (1) ALONG A CURVE  
 TO THE RIGHT 215.80 FEET, SAID CURVE HAVING A  
 RADIUS OF 600.00 FEET, CENTRAL ANGLE OF  
 90.00 DEGREES, (2) ALONG A LONG CURVE BEARING  
 N. 68° 15' 32" W., A 114.63 FEET, AND (2) A  
 CURVE TO THE LEFT 166.80 FEET, AND (2) A  
 CURVE TO THE LEFT 166.80 FEET, AND (2) ALONG  
 OF 13° 45' 41" E., AND 573.21 FEET, CENTRAL ANGLE  
 OF 127.00 DEGREES, (3) ALONG A CURVE BEARING  
 N. 68° 16' 45" W., A 123.00 FEET, AND (4)  
 HAVING A RADIUS OF 960.00 FEET, CENTRAL ANGLE  
 OF 81° 01' 49", AND A LONG CURVE BEARING  
 S. 81° 01' 49" W., A 219.32 FEET TO THE POINT  
 OF BEGINNING, AND CONTAINING 9.1 ACRES, MORE  
 OR LESS, WHICH INCLUDES 0.51 ACRES & BETTER.  
 THE ABOVE DESCRIBED TRACTS BEING AND THE  
 NATURAL BODE OF SAID WABASH LAKE.

SUBJECT TO JAY PATENT, RESTRICTIONS, ON  
 RIGHTS-OF-WAY, INCORPORATED ON OTHERWISE.

## SHEET INDEX

1 COVER SHEET	11 AUT. PLAN "A" UNIT #16
2 SITE/SURVEY PLAN	12 AUT. PLAN "A" UNIT #18
3 UTILITY PLAN	13 AUT. PLAN "E" UNIT #18
4 COORDINATE PLAN	14 AUT. PLAN "E" UNIT #18
5 UNIT PLAN "A"	15 AUT. PLAN "E" UNIT #17
5A AUT. PLAN "A" -UNIT #7	16 AUT. PLAN "F" UNIT #17
5B AUT. PLAN "A" -UNIT #8	17 AUT. PLAN "F" UNIT #12
5C AUT. PLAN "A" -UNIT #15	18 AUT. PLAN "F" UNIT #12
6 UNIT PLAN "B"	19 AUT. PLAN "F" UNIT #13
7 UNIT PLAN "C"	20 AUT. PLAN "F" UNIT #13
8 UNIT PLAN "D"	21 AUT. PLAN "F" UNIT #13
9A AUT. PLAN "D" -UNIT #6	
9 UNIT PLAN "E" (1 ST. & 2 ND. FLOOR)	
10 UNIT PLAN "E" (BSMT & SECTIONS)	

IDENTIFICATION CERTIFICATE  
J. ROBERT G. MOON, REGISTERED LAND  
SURVEYOR, OF THE STATE OF  
MICHIGAN, HEREBY CERTIFYS:  
THAT THE FOREGOING IS

FILE NO. 435 SOCIAL ECONOMIZATION SOCIETY/ALBANY  
ADAMS, ELLIOTT/ALBANY THE ACCOUNTANT  
WAS ORDERED TO DIRECTLY PAY TO THE GRANTOR  
EXISTING INCORPORATED TAXES THEREON, BUT NO  
PROPERTY WERE IN DISPUTE  
THAT THE REQUIREMENTS AND HEDGECOV-  
ERS HAVE BEEN LOCATED BY THE GRANTOR 55 AC-  
QUISITION BY RULES PROVIDED BY THE ACT 122  
OF ACT NUMBER 39 OF THE PUBLIC ACTS OF 1978  
THAT THE ACCOUNT OF THE PUBLIC ACTS OF 1978  
THE LIMITS DESCRIBED OF THE RULES PROVIDED 18 OTHERS  
UNDER SECTION 142 OF ACT NUMBER 39 OF THE  
PUBLIC ACTS OF 1978  
THAT THE RELATIVES 55 OTHER ACT ORDERED  
SOCIETY PLANS REQUIRED BY THE ACT AND THE  
GRANTOR WOULD SECTION 142 OF ACT NUMBER  
THE PUBLIC ACTS OF 1978  
7-20-80 *W. B. Hill*  
MONROE B. HILL, JR. AND SISTER

DATE \_\_\_\_\_

GIFFELS-HESTER ENGINEERS, INC  
2871 BOND STREET  
P.O. BOX 57004  
AUBURN HILLS, ALABAMA 36817

20878-2-60 DIRECT ADV REY 12-29-67 AFFAIR TO RECORD DUEBROOK  
 REV 7-27-70 RECORD PROSECUTORY  
 N.Y. 2-1-67 (SEE ALSO 2)  
 P.N. 9-10-66 8171 AT (N) 1  
 Date 7-10-70  
 Time 10:00 AM  
 Initials J.E.K.  
 Type 1  
 Page 1 of 1

**GW**



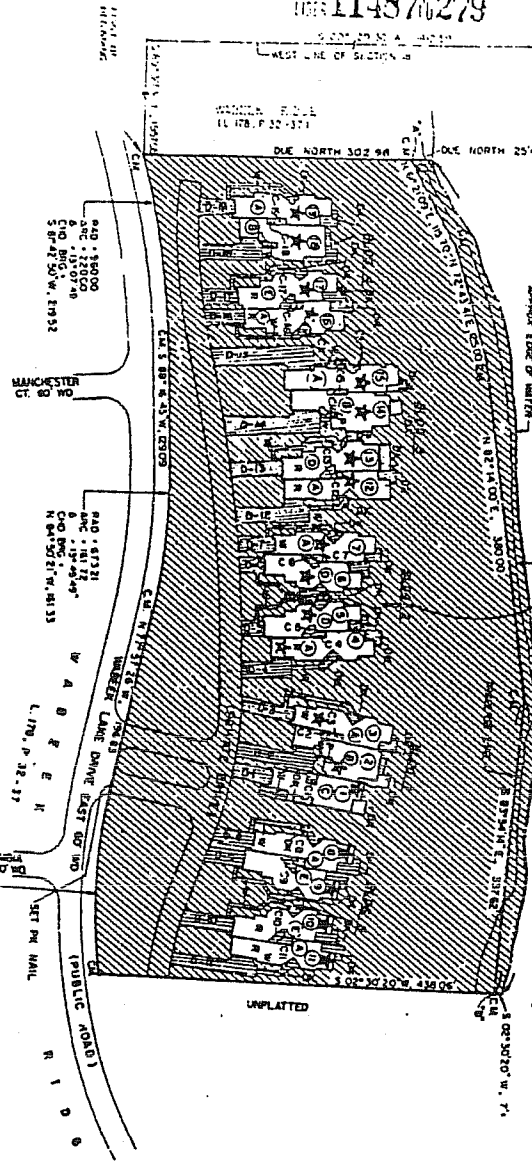
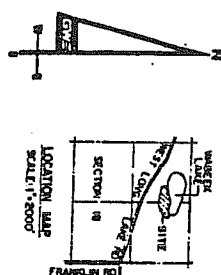
114876279

**BENCH MARKS**

- 1) 1800' ON MOUNTAIN AT ENTRANCE
- 2) 115' OF TANGENT STREET MANHOLE
- 3) INTERSECTION PROJECTION CORNER
- 4) WABEEK LAKE DRIVE
- ELEV. - 330.25
- ELEV. - 330.25 (M.C.V.D. OF 1929)

LIMIT OF ADJACENT FLOOD PLAIN AS ESTABLISHED BY THE D.M. ELEV. 330.25 APPROX. EDGE OF WATER

WABEEK LAKE  
WATER LEVEL ELEV 332.4



**LEGEND**

- |          |                        |                      |
|----------|------------------------|----------------------|
| ZZZZZZZZ | GENERAL COMMON ELEMENT | C. COUNT             |
|          | LIMITED COMMON ELEMENT | ① UNIT TYPE          |
| OK       | DECK                   | ② UNIT NUMBER        |
| D        | DRIVE                  | CM CONCRETE HOVEMENT |
| W        | WALK                   | S.I. SET FROM        |
| P        | PORCH                  | NEED NOT BE BUILT    |
|          |                        | R REVERSE            |

RECORD DIMENSIONS 3-20-90  
REV 12-29-90 CONTR. AREA  
REV 12-29-90 CONTR. AREA  
REV 12-29-90 CONTR. AREA



**SITE / SURVEY PLAN  
LAKESHORE AT WABEEK  
CONDOMINIUM**

SCALE: 1" = 30'

RECORD DIMENSIONS 3-20-90  
REV 12-29-90 CONTR. AREA  
REV 12-29-90 CONTR. AREA  
REV 12-29-90 CONTR. AREA

114870280

DATE	BY	REVISION
1/1/80	1	INITIAL
1/1/80	2	REVISION
1/1/80	3	REVISION
1/1/80	4	REVISION
1/1/80	5	REVISION
1/1/80	6	REVISION
1/1/80	7	REVISION
1/1/80	8	REVISION
1/1/80	9	REVISION
1/1/80	10	REVISION
1/1/80	11	REVISION
1/1/80	12	REVISION
1/1/80	13	REVISION
1/1/80	14	REVISION
1/1/80	15	REVISION
1/1/80	16	REVISION
1/1/80	17	REVISION
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1/1/80	30	REVISION
1/1/80	31	REVISION
1/1/80	32	REVISION
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1/1/80	37	REVISION
1/1/80	38	REVISION
1/1/80	39	REVISION
1/1/80	40	REVISION
1/1/80	41	REVISION
1/1/80	42	REVISION
1/1/80	43	REVISION
1/1/80	44	REVISION
1/1/80	45	REVISION
1/1/80	46	REVISION
1/1/80	47	REVISION
1/1/80	48	REVISION
1/1/80	49	REVISION
1/1/80	50	REVISION

WATER SERVICES SHOWN PER INFORMATION OBTAINED FROM BLOOMFIELD TWP WATER & GAS SERVICES & LINES SHOWN PER INFORMATION OBTAINED FROM CONSUMERS POWER COMPANY. REVIEW A WATER INFORMATION OBTAINED FROM ELECTRIC SERVICE BY DETROIT EDISON CO. GAS SERVICE BY CONSUMERS POWER CO. TELEPHONE SERVICE BY HIGHWAY BELL TELEPHONE CO. CABLE TV SERVICE BY BLOOMFIELD COMMUNICATIONS INC. BLOOMFIELD TOWNSHIP.

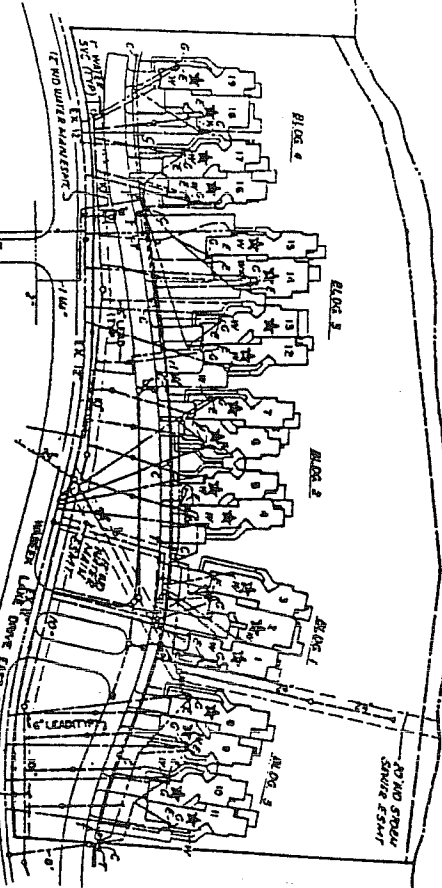
NOTE: ALL EASEMENTS ARE COVERED PLANNING TO APPLICANT 10 OF THE WATER DEED. THERE IS A 10' WIDE EASEMENT FOR BANTARY CENTERED ON THE UTILITY AS SHOWN, LIBER 817, PAGE 731. WATER, GAS & ELECTRICAL SERVICE LEAD LOCATIONS HAVE NOT BEEN FIELD VERIFIED.

LEGEND  
 -T CABLE TV  
 -C CABLE TV  
 -T BELL TELEPHONE  
 -T BELL TELEPHONE

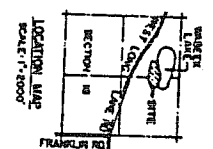
LEGEND  
 \* MUST BE RUN  
 \* AIR CONDITIONER  
 \* ENERGY TRANSFORMER  
 \* BANTARY SEWER  
 \* WATER MAIN  
 \* MANHOLE  
 \* CL. EXHOUT  
 \* CATCH BASIN  
 \* INLET  
 \* WINDOUT  
 \* GATE VALVE & WELL  
 \* END SECTION  
 \* GAS METER & LINE  
 \* ELECTRIC METER & LINE  
 \* WATER METER & LINE

SCALE: 1" = 50'  
 RECORD DRAWING  
 DATE: 1/1/80  
 BY: [Signature]  
 CHECKED: [Signature]  
 APPROVED: [Signature]

UTILITY PLAN  
 LAKESHORE AT WABEEK  
 CONDOMINIUM



WABEEK LAKE



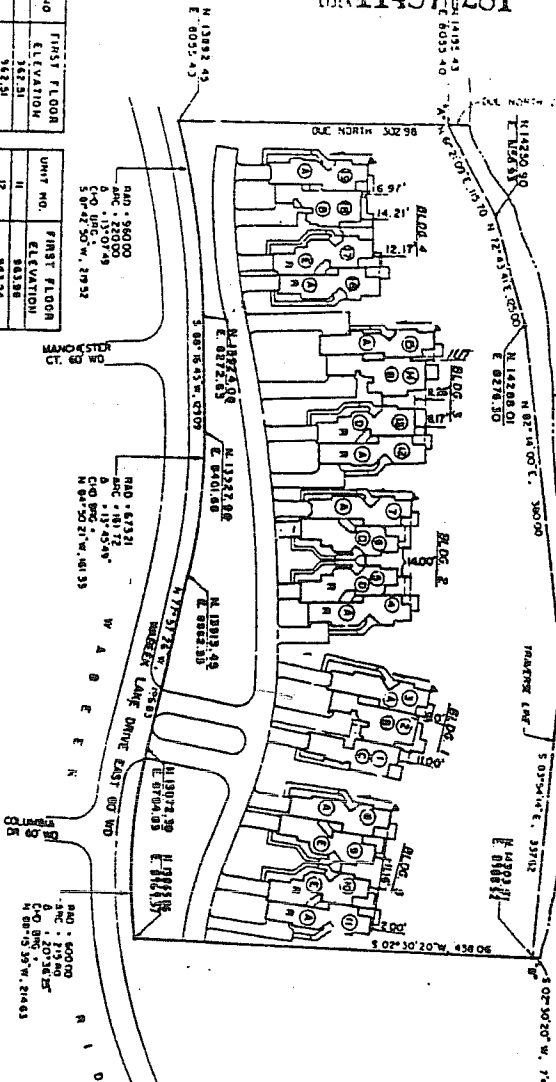
11457281

BLOS. NO.	COORDINATE	BEARING
1	1483.47	51°45'16"W
2	1483.00	01°45'16"W
3	1482.93	02°22'59"
4	1482.94	01°45'16"W
5	1483.50	01°45'16"W
6	1483.50	02°22'59"
7	1483.50	02°22'59"
8	1483.50	02°22'59"

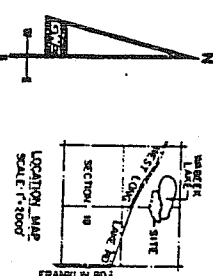
UNIT NO.	FIRST FLOOR ELEVATION
1	162.31
2	162.31
3	162.31
4	162.31
5	162.31
6	162.31
7	162.31
8	162.31
9	162.31
10	162.31

UNIT NO.	FIRST FLOOR ELEVATION
11	162.31
12	162.31
13	162.31
14	162.31
15	162.31
16	162.31
17	162.31
18	162.31
19	162.31
20	162.31

UNIT FIRST FLOOR ELEVATIONS ARE RECORD DIMENSIONS.



WABEEK LAKE  
WATER LEVEL ELEV 722.4



- LEGEND
- 1. BLOS. COORDINATE LOCATION
  - 2. UNIT TYPE
  - 3. UNIT NUMBER
  - 4. BEARING DIRECTION



COORDINATE PLAN  
LAKESHORE AT WABEEK  
CONDOMINIUM

SCALE: 1" = 50'



APPROX. END OF WATER  
WATER LEVEL ELEV 722.4

APPROX. END OF WATER  
WATER LEVEL ELEV 722.4

APPROX. END OF WATER  
WATER LEVEL ELEV 722.4

**LEGEND**

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- DROP FLOOR
- RAISED CEILING / DROP CEILING
- SLOPED CEILING
- OPEN ABOVE / BELOW
- FIREPLACE CONSTRUCTION CHAMBER

ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED.

**UNIT PLAN "A"**

**UNIT 15**

**UNIT 14**

**UNIT 13**

**UNIT 12**

**UNIT 11**

**UNIT 10**

**UNIT 9**

**UNIT 8**

**UNIT 7**

**UNIT 6**

**UNIT 5**

**UNIT 4**

**UNIT 3**

**UNIT 2**

**UNIT 1**

**UNIT 0**

**UNIT -1**

**UNIT -2**

**UNIT -3**

**UNIT -4**

**UNIT -5**

**UNIT -6**

**UNIT -7**

**UNIT -8**

**UNIT -9**

**UNIT -10**

**UNIT -11**

**UNIT -12**

**UNIT -13**

**UNIT -14**

**UNIT -15**

**UNIT -16**

**UNIT -17**

**UNIT -18**

**UNIT -19**

**UNIT -20**

**UNIT -21**

**UNIT -22**

**UNIT -23**

**UNIT -24**

**UNIT -25**

**UNIT -26**

**UNIT -27**

**UNIT -28**

**UNIT -29**

**UNIT -30**

**UNIT -31**

**UNIT -32**

**UNIT -33**

**UNIT -34**

**UNIT -35**

**UNIT -36**

**UNIT -37**

**UNIT -38**

**UNIT -39**

**UNIT -40**

**UNIT -41**

**UNIT -42**

**UNIT -43**

**UNIT -44**

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**UNIT -220**

**UNIT -221**

**UNIT -222**

**UNIT -223**

**UNIT -224**

**UNIT -225**

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**UNIT -227**

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**UNIT -238**

**UNIT -239**

**UNIT -240**

**UNIT -241**

**UNIT -242**

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**UNIT -246**

**UNIT -247**

**UNIT -248**

**UNIT -249**

**UNIT -250**

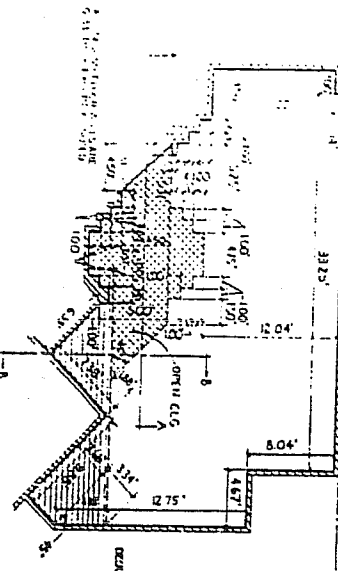
**UNIT -251**

**UNIT -252**

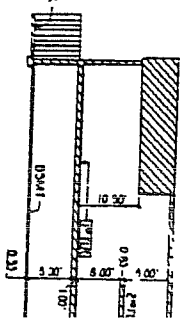
**UNIT -253**

11487283

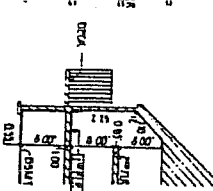
SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"



PARTIAL SECTION A-A  
SCALE: 1/8" = 1'-0"



PARTIAL SECTION B-B  
SCALE: 1/8" = 1'-0"



LEGEND

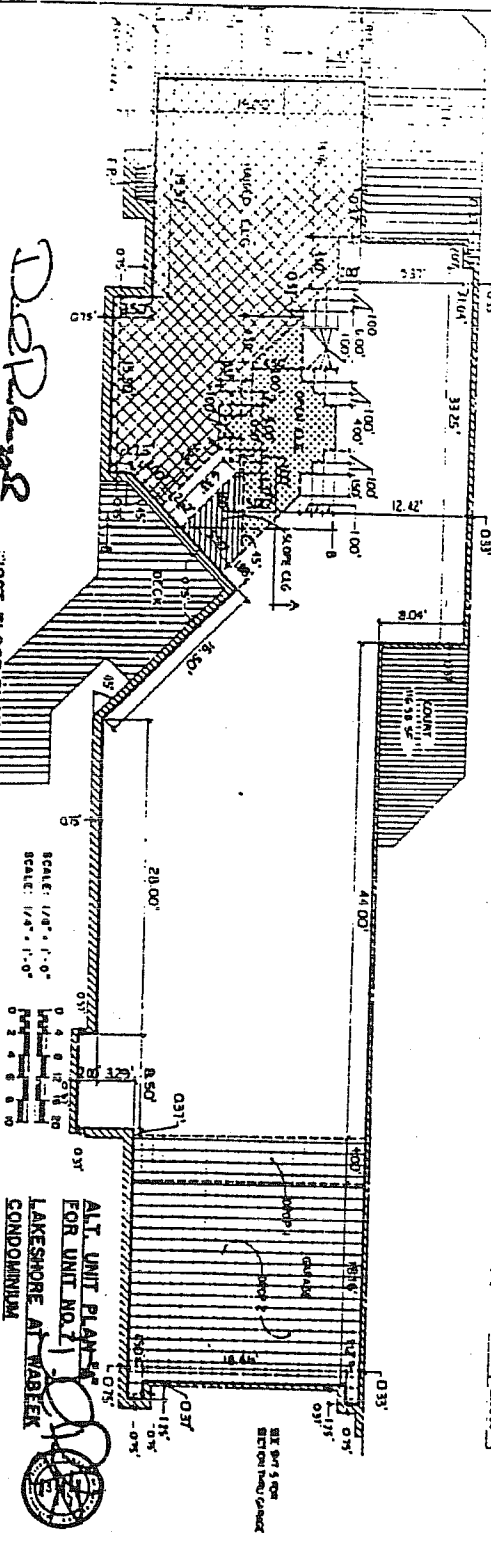
- GENERAL COMMON ELEVATOR
- LIMITED COMMON ELEVATOR
- LIMITS OF OWNERSHIP
- DROP FLOOR
- OPEN ABOVE/BELLOW
- RAISED CEILING
- SLOPED CEILING
- FIREPLACE COMBUSTION CHIMNEY

ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED  
NOTE REFER TO UNIT PLAN "C" SHEET NO. 3 FOR BASEMENT DIMENSIONS.

AREA	52.71
GARAGE	47.79
UNIT F.L.	807.45
SECOND F.L.	159.15
DECK/PAV.	220.94

*DeP*

FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"



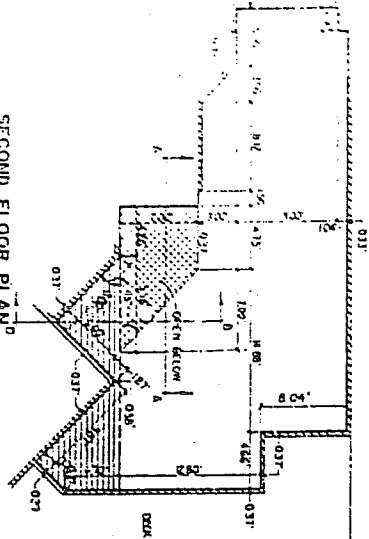
ALT. UNIT PLAN  
FOR UNIT NO. 21  
LAKEVIEW AT WABER  
CONDOMINIUM



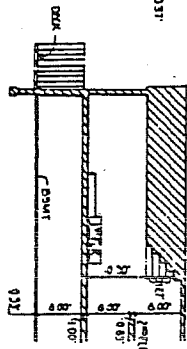
G.W. ELLIOTT & ASSOCIATES, INC.

114871284

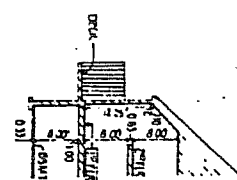
SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



PARTIAL SECTION A-A  
SCALE: 1/8" = 1'-0"



PARTIAL SECTION B-B  
SCALE: 1/8" = 1'-0"

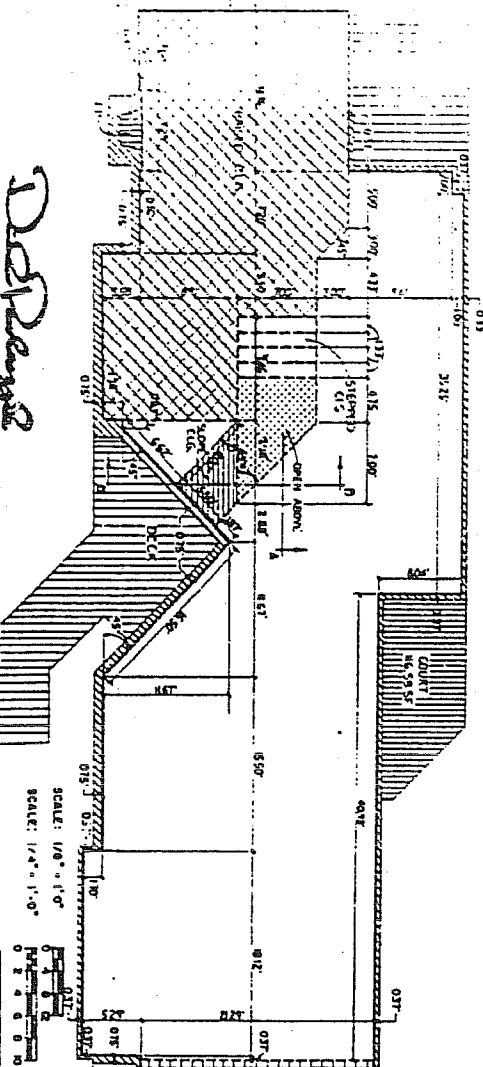


AREA	SQ. FT.
GARAGE	473.41
FIRST FLR.	229.40
SECOND FLR.	648.10
BASMENT	229.10

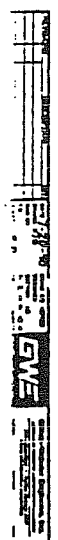
- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - REAR DROP FLOOR
  - OPEN ABOVE/BELW
  - RAISED CEILING
  - SLOPED CEILING
  - POUR IN PLACE CONCRETE
  - CHIMNEY
  - STEPPED CEILING
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER UNLESS AS NOTED.  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED.  
NOTE: AFTER YOU UNIT PLAN, 2nd SHEET NO. 3 FOR BASINENT (BATHROOM).

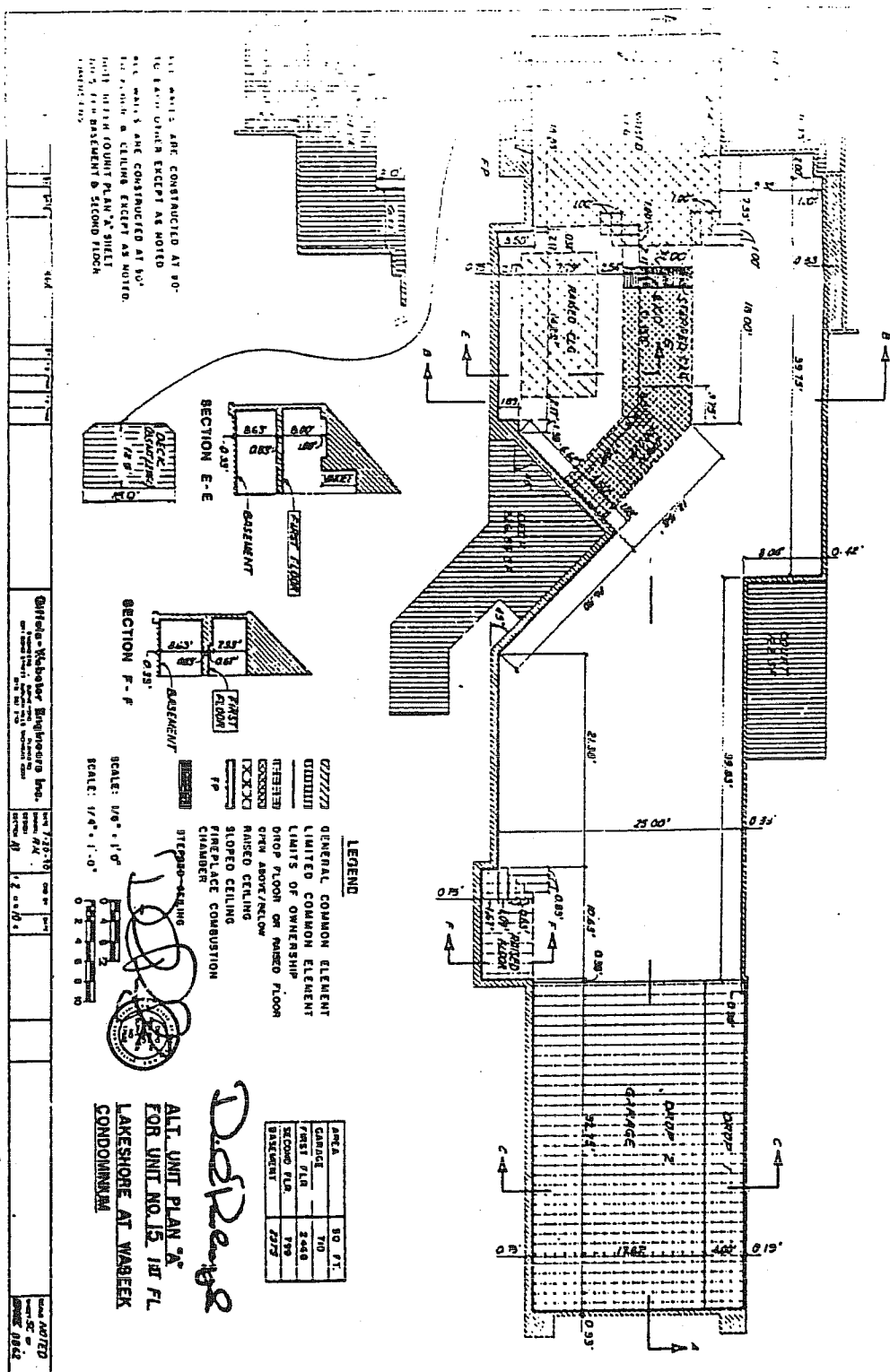
*Design*

FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"

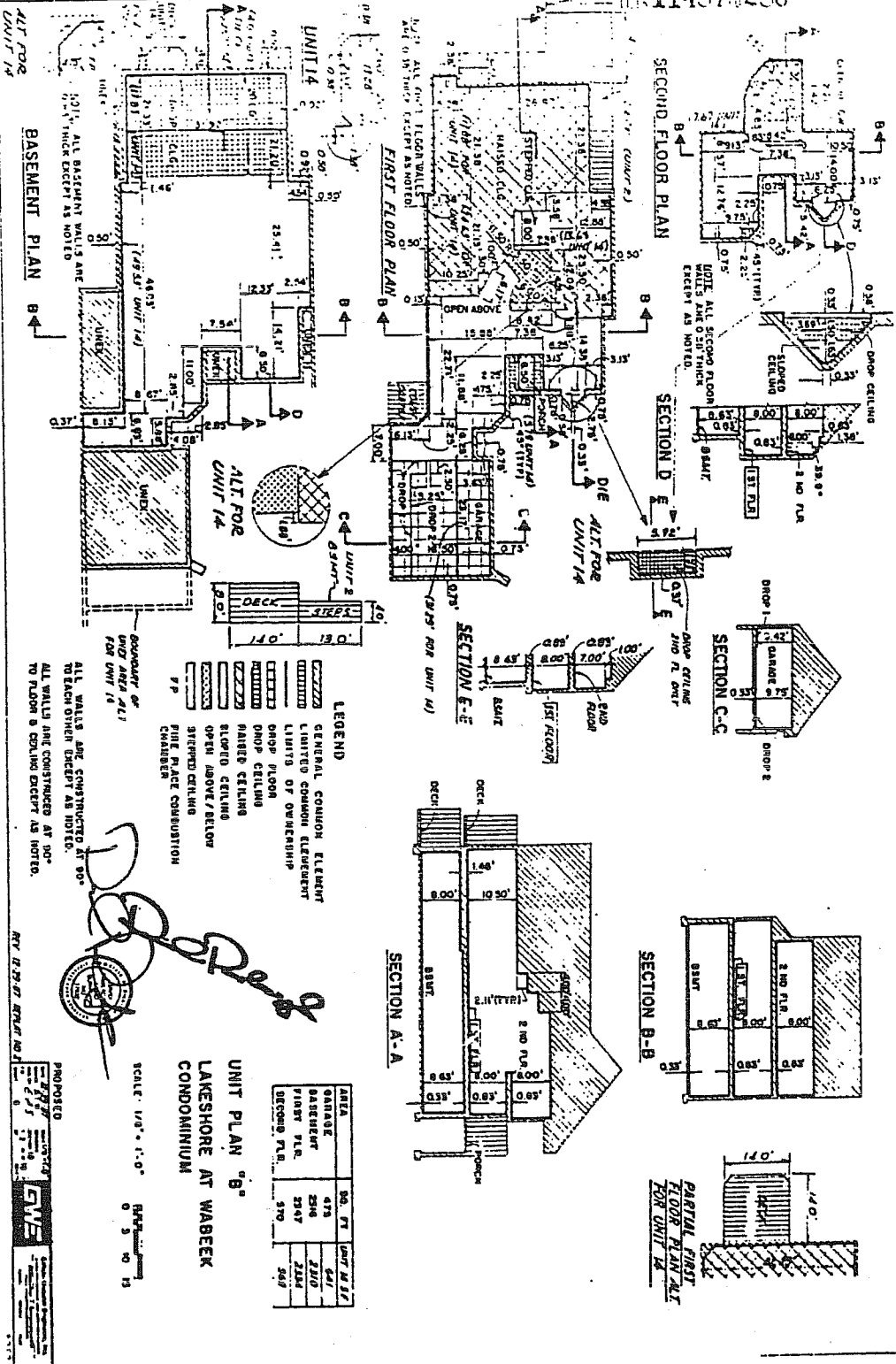


ALL UNIT PLANS  
FOR UNIT NO. 8  
LAKE SHORE AT WABECK  
CONDOMINIUM





11-187-286

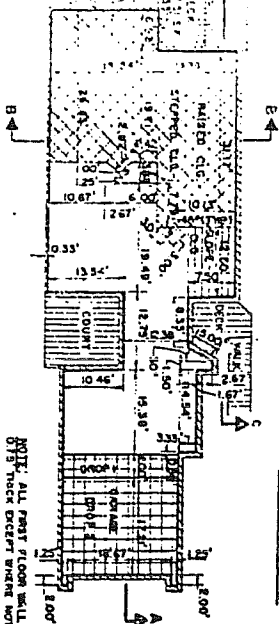


DESIGN: [illegible]

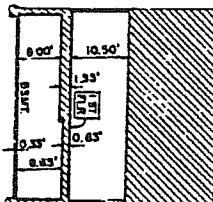


114870287

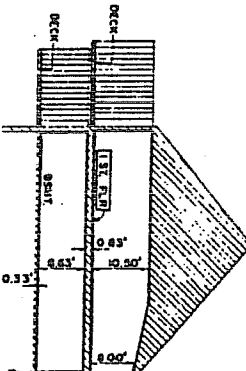
FIRST FLOOR PLAN



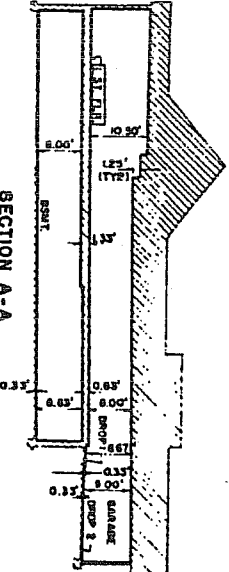
SECTION B-B



SECTION C-C



SECTION A-A



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- DROP FLOOR
- DROP CEILING
- RAISED CEILING
- SLOPED CEILING
- FIREPLACE CHIMNEY
- STEPS

AREA	SO FT
GARAGE	424
BASEMENT	200
FIRST FLR	204

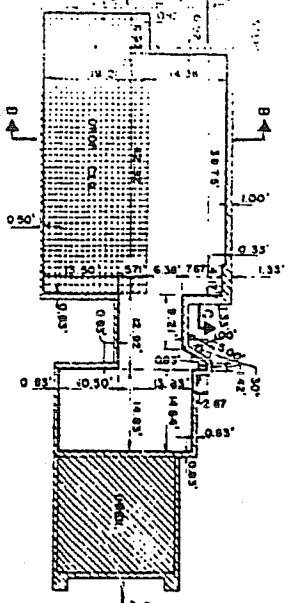
UNIT PLAN 'C'

LAKE SHORE AT WABEEK  
CONDOMINIUM

SCALE: 1/8" = 1'-0"

DATE: 10/10/18

BASEMENT PLAN



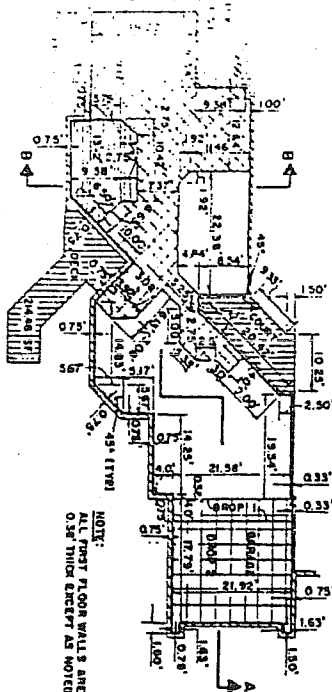
ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED.

*Handwritten signature: D. B. B.*

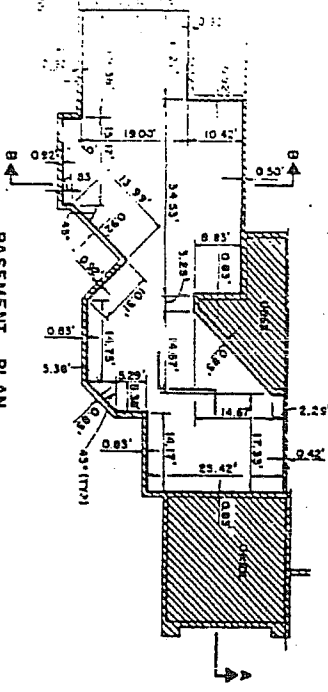


11457-258

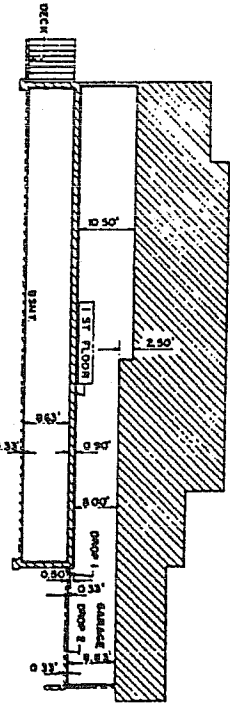
FIRST FLOOR PLAN



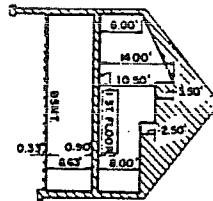
BASEMENT PLAN



SECTION A-A



SECTION B-B



AREA	SQ. FT.
GARAGE	403
BASEMENT	2208
FIRST FLOOR	2278

LEGEND

- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - DROP FLOOR
  - RAISED CEILING
  - SLOPED CEILING
  - FIREPLACE CONSTRUCTION
  - CHIMNEY
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED.

UNIT PLAN "D"

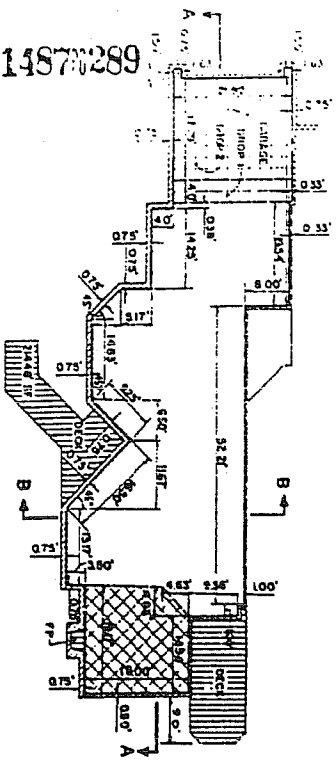
LAKE SHORE AT WABECK CONDOMINIUM

SCALE: 1/8" = 1'-0"

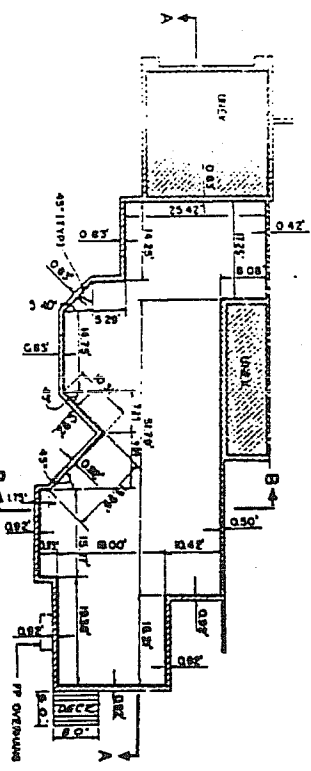


USE: 114870289

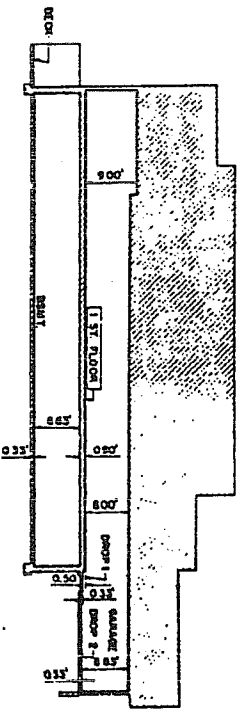
FIRST FLOOR PLAN



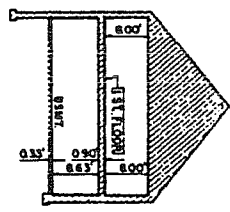
BASEMENT PLAN



SECTION A-A



SECTION B-B



LEGEND

- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - DROP FLOOR
  - DROP CEILING
  - RAISED CEILING
  - SLOPED CEILING
  - FIREPLACE COMBUSTION CHIMNEY
  - STEPPED CEILING
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED.

AREA	SQ. FT.
BASEMENT	483
FIRST FLOOR	2258

*Handwritten signature and initials*

SCALE 1/8" = 1'-0"

**GWE**

DATE: 11/1/88

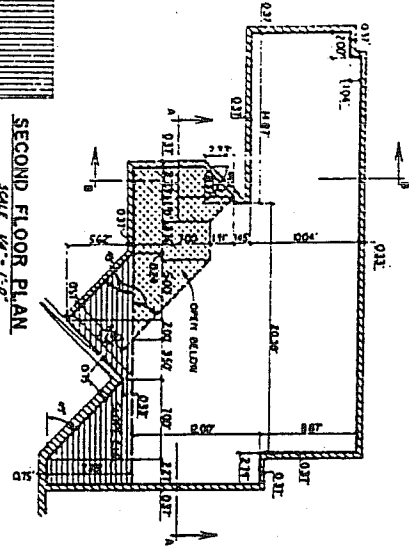
BY: [Signature]

ALL PLAN T UNIT 96  
LAKE SHORE AT WABECK  
CONDOMINIUM

114870290

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"



AREA	50 YR
CHARGE	481.48
FIRST FLOOR	280.20
SECOND FLOOR	440.00

- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - DROP FLOOR
  - OPEN ABOVE/BELOW
  - RAISED CEILING
  - SLOPED CEILING
  - FIREPLACE COMBUSTION CHIMNEY
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED

FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

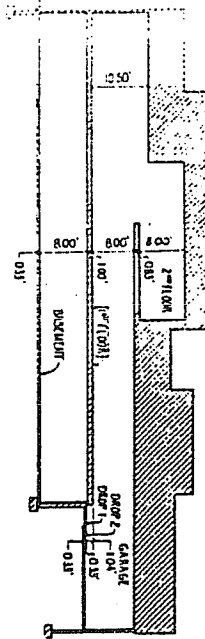
NOTE: SEE SHEET 114870290, PLAN  
UNIT 19 FROM AN "E"

UNIT PLAN "E"  
LAKESHORE AT WABEEK  
CONDOMINIUM

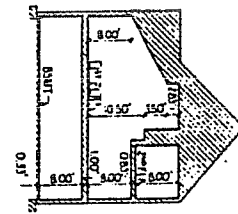
SCALE: 1/4" = 1'-0"

0' 4' 8" 12'  
0' 2' 4' 8" 0' 0"





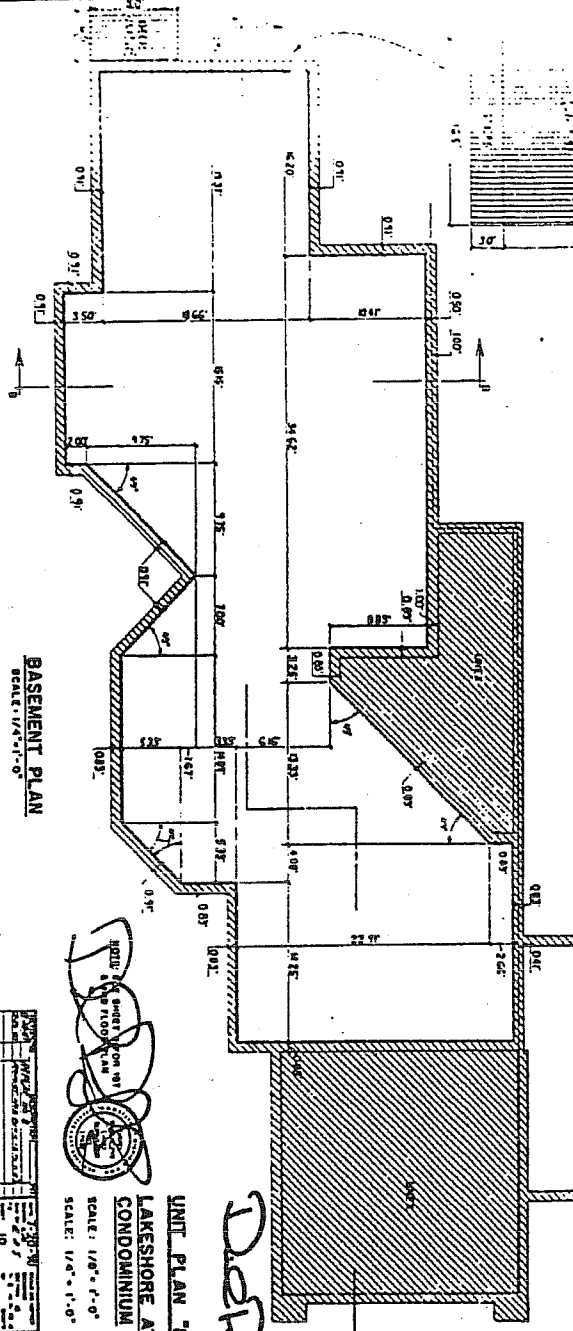
SECTION A-A  
SCALE: 1/8" = 1'-0"



SECTION B-B  
SCALE: 1/8" = 1'-0"

AREA	50 FT
BASEMENT	254.10

**LEGEND**  
 DASHED LINE GENERAL COMMON ELEMENT  
 SOLID LINE LIMITS OF OWNERSHIP  
 HATCHED AREA LIMITED COMMON ELEMENT  
 ALL WALLS ARE CONSTRUCTED AT 90°  
 TO EACH OTHER EXCEPT AS NOTED  
 ALL WALLS ARE CONSTRUCTED AT 90°  
 TO FLOOR & CEILING EXCEPT AS NOTED



BASEMENT PLAN  
SCALE: 1/4" = 1'-0"



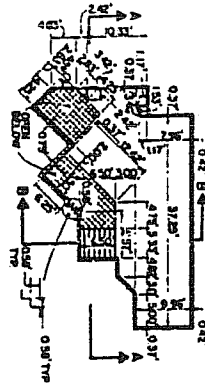
**UNIT PLAN "E"**  
**LAKE SHORE AT WABEEK**  
**CONDOMINIUM**  
 SCALE: 1/8" = 1'-0"  
 SCALE: 1/4" = 1'-0"

AREA	50 FT
BASEMENT	254.10

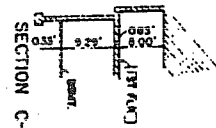
*David R. Gregg*

LIBER 114876292

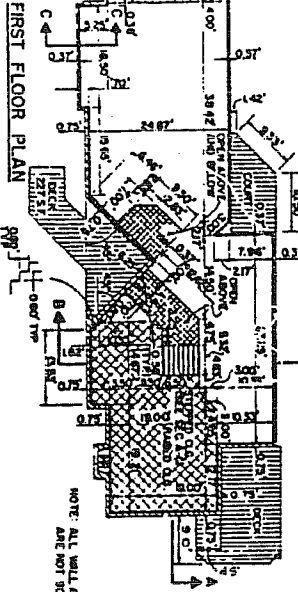
SECOND FLOOR PLAN



SECTION C-C

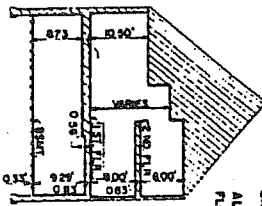


FIRST FLOOR PLAN

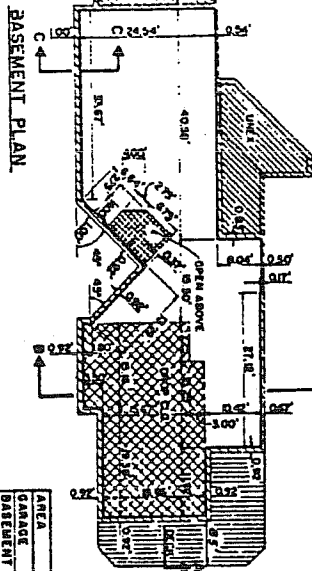


NOTE: ALL WALLS AND CEILINGS ARE NOT 90° ANG. 45°

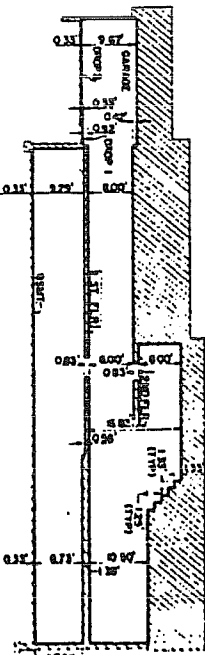
SECTION B-B



BASEMENT PLAN



SECTION A-A



ALL PLAN "A"  
FOR UNIT #16  
LAKESHORE AT WARECK  
CONDOMINIUM

SCALE 1/8" = 1'-0" GRADE - 1/8" = 1'-0"

AREA	30.71
GARAGE	474
BASEMENT	2,141
FIRST FLOOR	2,141
SECOND FLOOR	811

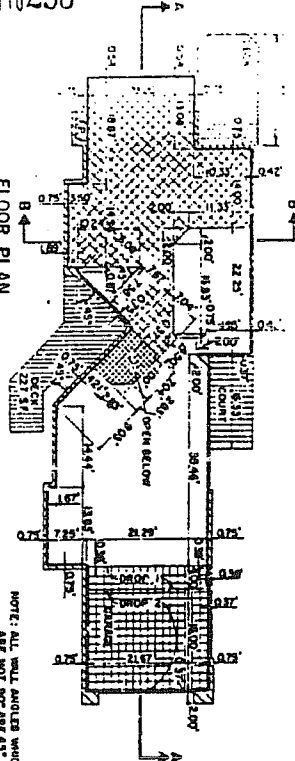
Office - Webster Engineers Inc.  
1000 1st St. N. Suite 100  
St. Paul, MN 55102

1/10/80  
1/10/80  
1/10/80

1/10/80  
1/10/80  
1/10/80

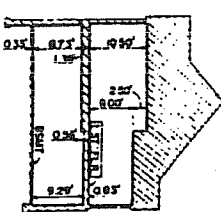
114876293

FLOOR PLAN

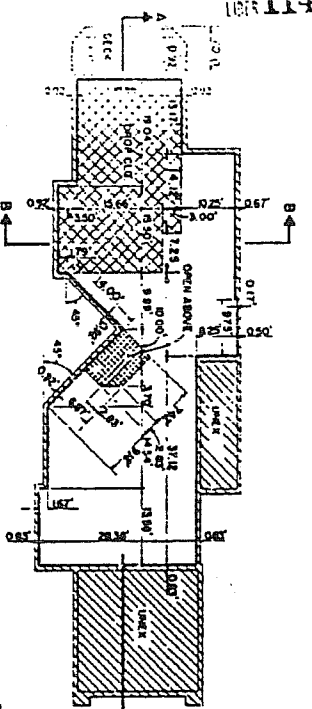


NOTE: ALL WALL ANGLES WHICH ARE NOT 90° ARE 45°

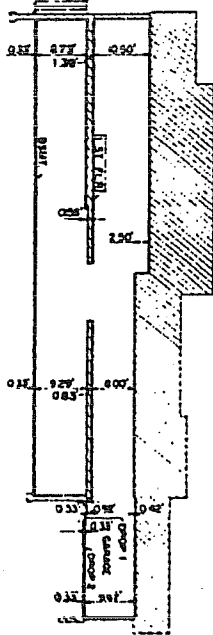
SECTION BB



BASEMENT PLAN



SECTION A-A



ALT. PLAN 'A'  
FOR UNIT #19  
LAKESHORE AT WAREX  
CONDOMINIUM

SCALE 1/8" = 1'-0"

AREA	30.76
GARAGE	4.75
BASEMENT	8.25
FIRST FLOOR	8.40

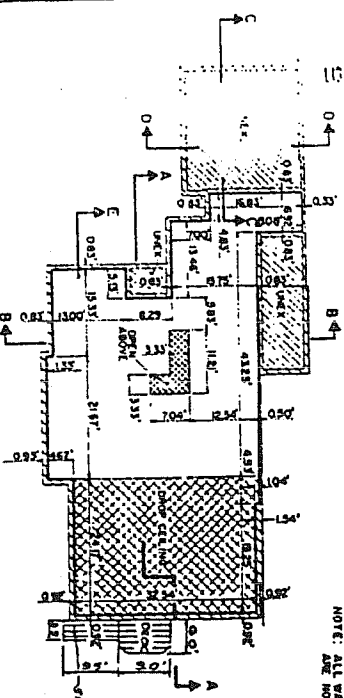
Garfield-Walsh-Walsh Engineering Inc.  
1000 10th St. N. Suite 100  
St. Paul, MN 55102

1000 10th St. N. Suite 100  
St. Paul, MN 55102

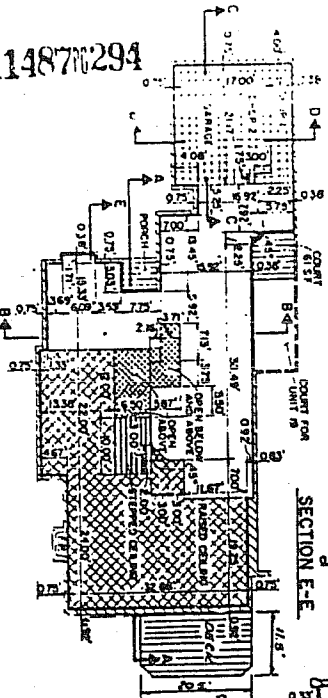
- LEGEND
- GENERAL COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - OPEN FLOOR
  - RAISED CEILING/POOR CEILING
  - SLOPED CEILING
  - OPEN ABOVE/BELow
  - FIREPLACE CONSTRUCTION CHANGES
  - ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.
  - ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED.

114870294

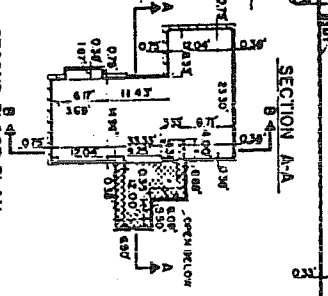
BASMENT PLAN



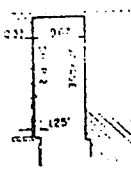
FIRST FLOOR PLAN



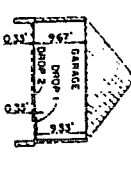
SECOND FLOOR PLAN



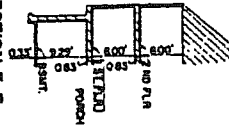
SECTION C-C



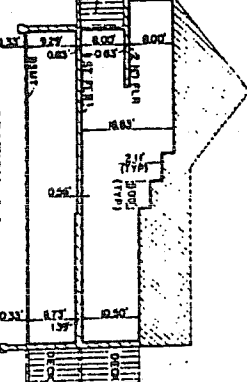
SECTION D-D



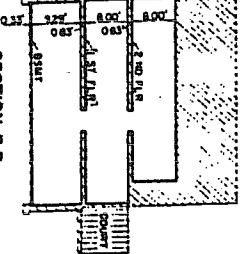
SECTION E-E



SECTION A-A



SECTION B-B



NOTE: ALL WALL JOINTS WHICH ARE NOT SO ARE 45°

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- DROP FLOOR
- DROP CEILING
- RAISED CEILING
- SLOPED CEILING
- OPEN ABOVE/BELOW
- STEPPED CEILING
- FIRE RISE CONSTRUCTION CHAMBER

AREA	SQ. FT.
GARAGE	445
BASEMENT	2740
FIRST FLR.	2580
SECOND FLR.	990

ALTERNATE PLAN "B"

FOR UNIT 18

LAKE SHORE AT WABEEK

CONDOMINIUM

SCALE: 1/8" = 1'-0"

*Handwritten signature and date: 10/12/88*

Orlando-Wabek Engineering Inc.

1000 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304

10/12/88

10/12/88

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10/12/88

10/12/88

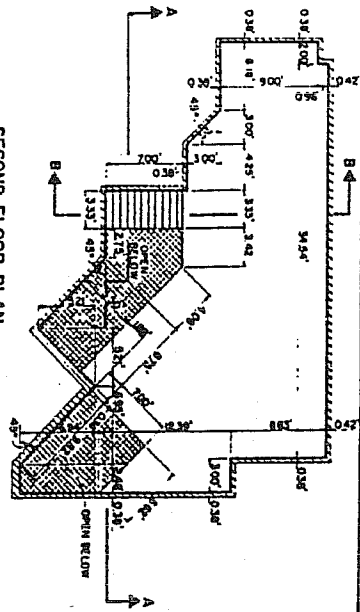
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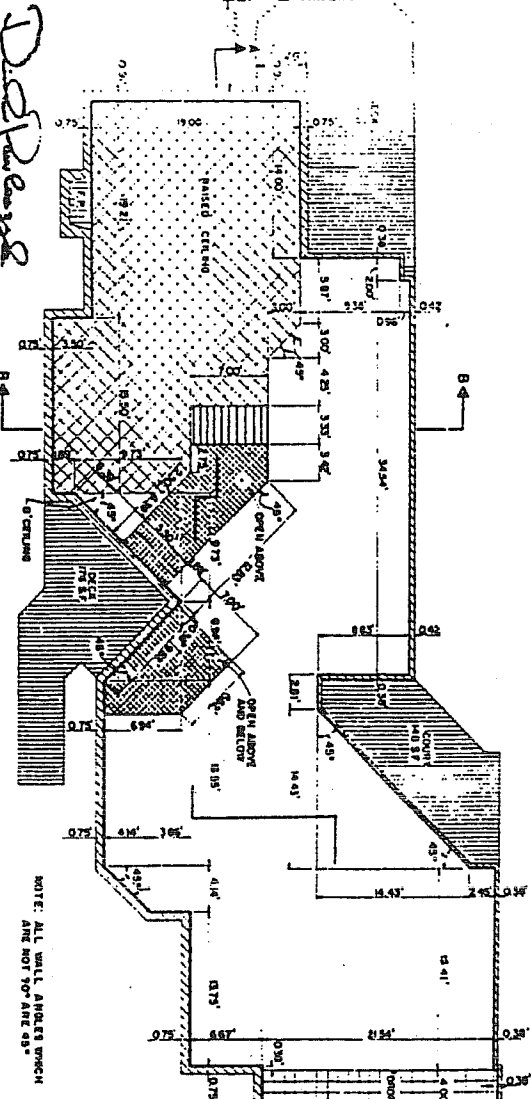
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SECOND FLOOR PLAN



- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - DROP FLOOR
  - OPEN ABOVE/BELLO
  - RAISED CEILING
  - STEPPED CEILING
  - STRUCTURE CONSTRUCTION
  - CHAMBER
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED  
ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED

FIRST FLOOR PLAN



ALT. PLAN "B"  
FOR UNIT #17  
LAKESHORE AT WABEEK  
CONDOMINIUM

AREA	50.71
GARAGE	64.5
FIRST FLOOR	2.96
SECOND FLOOR	5.0
TOTAL	2.22

SCALE: 1/4" = 1'-0"



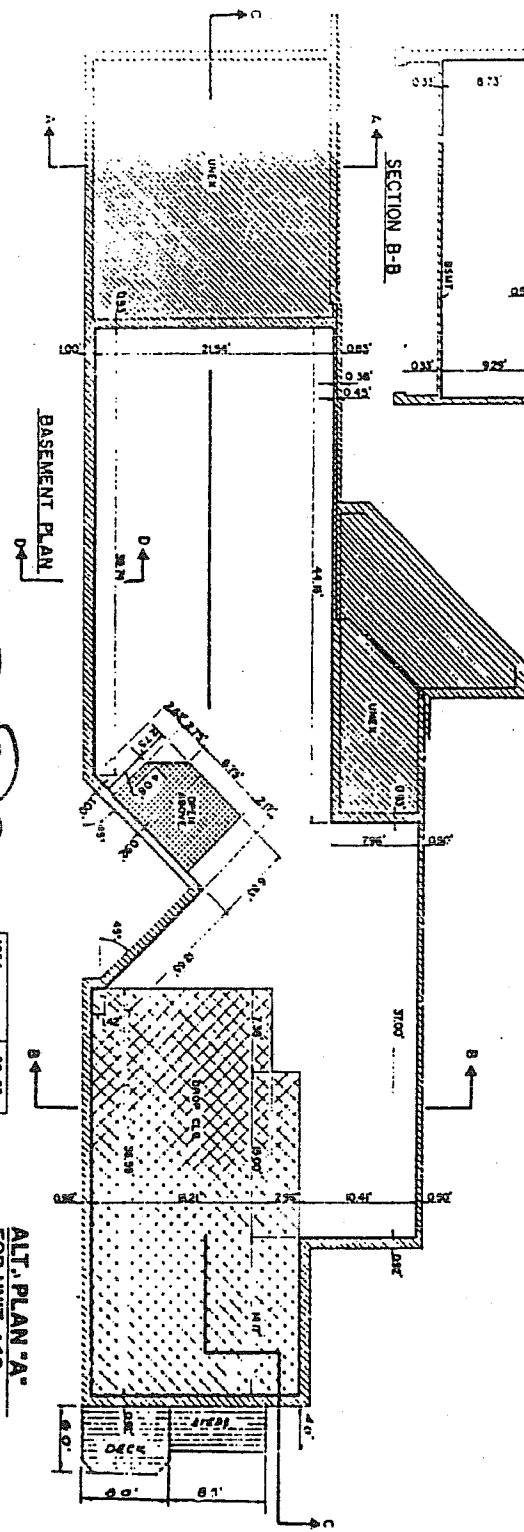
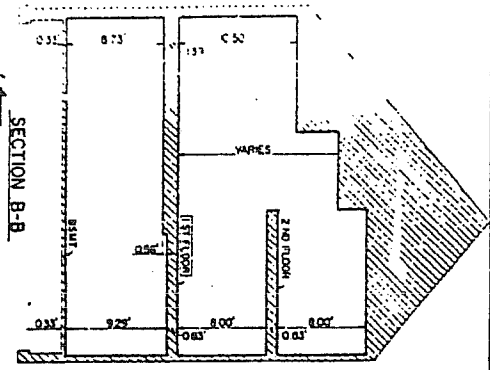
*Handwritten signature: D. P. ...*

CHITKA-WILSON ENGINEERS INC.  
1000 17th Ave. S.W.  
CALGARY, ALBERTA T2M 0K6  
TEL: 268-1111  
FAX: 268-1112

DATE: 11/17/88  
BY: [Signature]  
CHECKED: [Signature]

114870296

114876297



*D. P. Reage*

AREA	30.71
GARAGE	381
FIRST FLOOR	1307
SECOND FLOOR	598
BASMENT	3212

ALT. PLAN "A"  
FOR UNIT #12  
LAKE SHORE AT WABEEK  
CONDOMINIUM

SCALE: 1/4" = 1'-0"

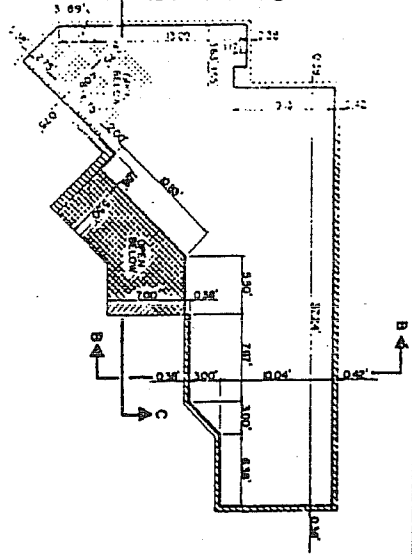
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BY: GWE

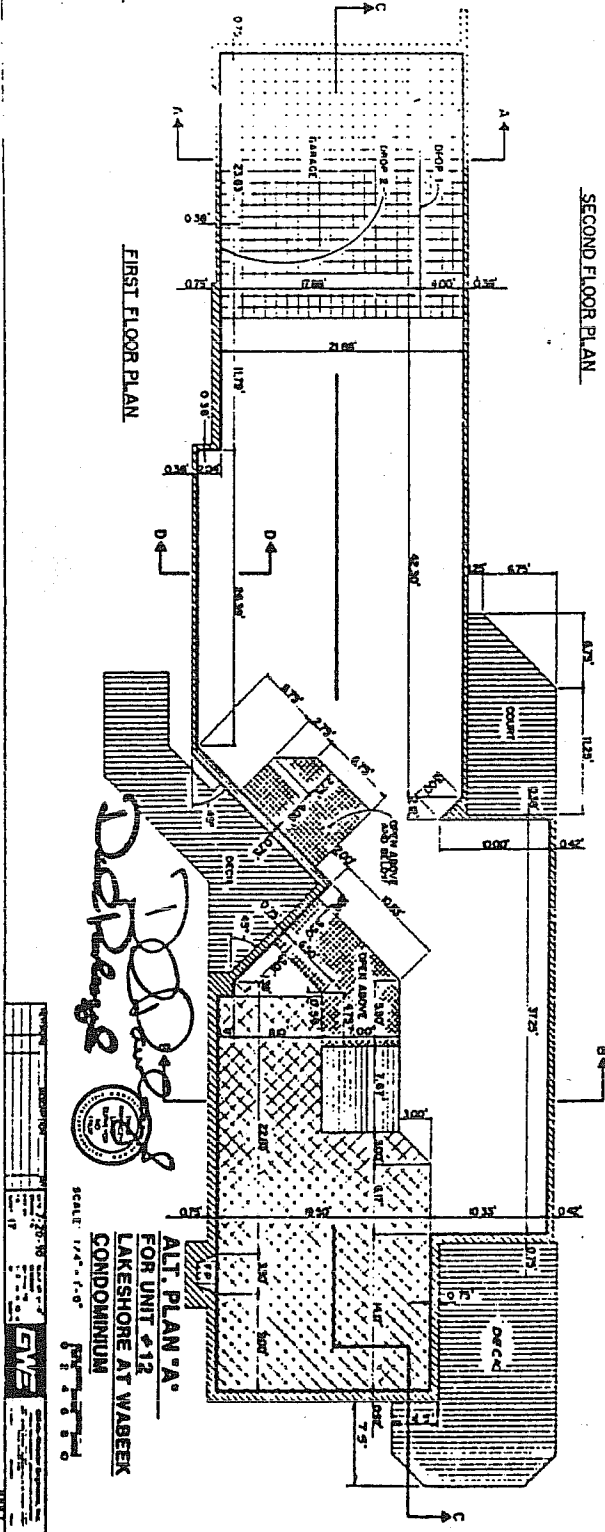
- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - LIMITS OF OWNERSHIP
  - DROP FLOOR
  - RAISED CEILING/ROOF CEILING
  - SLOPE CEILING
  - OPEN ABOVE/BELOW
  - FIREPLACE COMBUSTION CHIMNEY
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED
- ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED
- ALL WALL ANGLES WHICH ARE NOT 90° ARE 45°

11-370298

SECOND FLOOR PLAN



FIRST FLOOR PLAN



LEGEND

- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- DROP FLOOR
- RAISED CEILING/DROP CEILING
- SLOPE CEILING
- OPEN ABOVE/BELOW
- FIREPLACE CONSTRUCTION CHAMBER
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED
- ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED
- ALL WALL ANGLES WHICH ARE NOT 90° ARE 45°

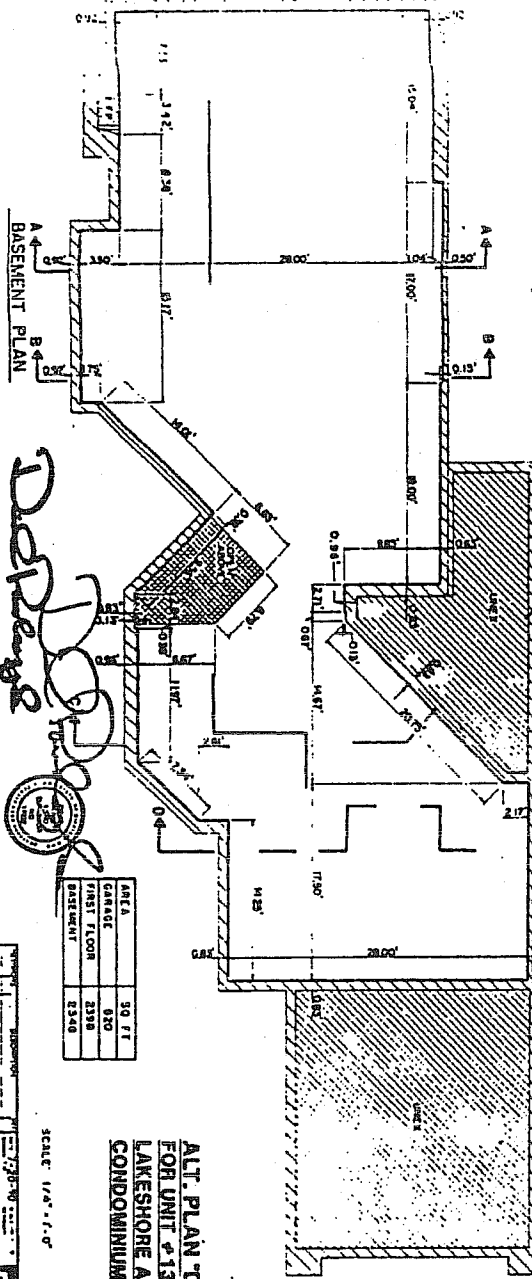
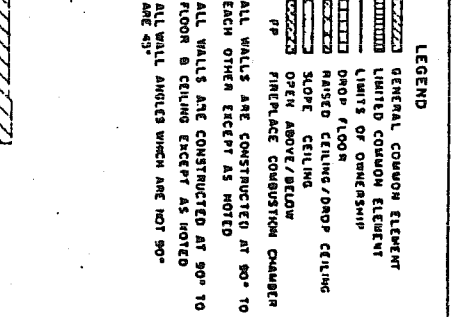
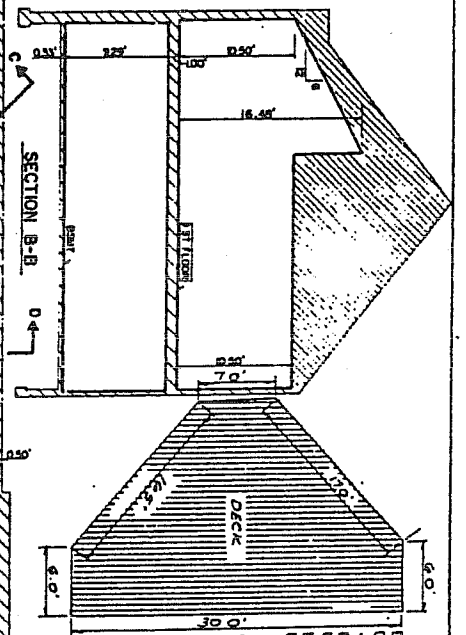
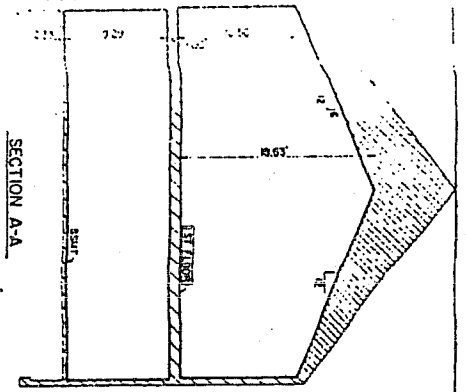
ALT. PLAN "A"  
FOR UNIT #12  
LAKE SHORE AT WABEEK  
CONDOMINIUM

SCALE 1/4" = 1'-0"

GWS



114876300

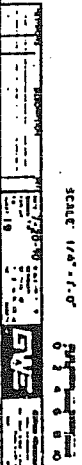


*Depend*

AREA	39.77
CORRAGE	620
FIRST FLOOR	2358
BASEMENT	2348

ALT. PLAN "D"  
FOR UNIT #13  
LAKE SHORE AT WABER  
CONDOMINIUM

SCALE 1/4" = 1'-0"



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- DROP FLOOR
- RAISED CEILING / DROP CEILING
- SLOPE CEILING
- OPEN ABOVE / BELOW
- FIREPLACE COMBUSTION CHAMBER
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED
- ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR & CEILING EXCEPT AS NOTED
- ALL WALL ANGLES WHICH ARE NOT 90° ARE 45°

LEGEND  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

# RESTATED CONDOMINIUM BYLAWS FOR LAKESHORE AT WABEEK

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# **EXHIBIT A**

## **RESTATED CONDOMINIUM BYLAWS FOR LAKESHORE AT WABEEK**

### **ARTICLE I**

#### **ASSOCIATION OF CO-OWNERS**

SECTION 1. The Association. Lakeshore At WabEEK, a residential Condominium project located in the Township of Bloomfield, Oakland County, Michigan, shall be administered by an association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project, subject to and in accordance with the Amended and Restated Superseding Consolidated Master Deed, these Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

SECTION 2. Purpose of the Bylaws. These Bylaws shall constitute both the Condominium Bylaws relating to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium Units shall be administered, and the Association Bylaws relating to the operation of the Association, as required by the Michigan Non-profit Corporation Act.

SECTION 3. Membership in the Association Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Designation of Members. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

B. Co-owner's Share of the Funds. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a Unit in the Condominium.

### **ARTICLE II**

#### **ASSESSMENTS**

SECTION 1. Taxes and Assessments; Expenses of Administration. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration. Special assessments and property taxes shall be assessed against the individual Condominium Units identified as Units on the Condominium Subdivision Plan and not on the total property of the project or any other part thereof.

Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual Condominium Unit, notwithstanding any subsequent vacation of the condominium project. The levying of all property taxes and special assessments shall comply with Section 131 of the Act. For purposes of this Section, the terms "assessment" and "special assessment" shall refer to levies by state, federal or municipal bodies or agencies, and shall not refer to assessments levied by the Association.

SECTION 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium shall be expenses of administration; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium shall be receipts of administration, within the meaning of Section 54(4) of the Act.

SECTION 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

A. Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be funded on a periodic basis, in accordance with subsection D. hereof. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

B. Additional Assessments. The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary in the Board's sole discretion, provided that the same shall be required for only the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation and maintenance; (ii) to provide replacements of existing Common Elements; (iii) to provide additions to the Common Elements at a total annual cost not exceeding five percent (5%) of the current year's annual operating budget; or (iv) for any emergencies. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article V., Section 4 hereof. At least thirty (30) days prior to the date when the additional assessment or the initial installment of an additional assessment becomes due and payable, the Association shall deliver or send to each Co-owner, at the last address registered with the Association, an itemized statement of the projected costs and expenses giving rise to the additional assessment. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with

the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of the Association or its members.

C. Special Assessments. Special assessments, in addition to those described in subparagraph A. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments for additions to Common Elements whose total annual cost exceeds five percent (5%) of the current year's annual operating budget; (ii) assessments to purchase a Unit upon foreclosure of the lien for assessments described hereafter; (iii) assessments to purchase a Unit for use as a resident manager's Unit; or (iv) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners entitled to vote. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

D. Reserve Fund. The Board of Directors shall maintain a reserve fund solely for major repairs and replacements of common elements and emergency expenditures, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The Association may increase or decrease the reserve fund but may not reduce it below ten (10%) percent of the annual budget of the Association. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such rules and regulations as it deems desirable from time to time with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

E. Construction Liens. Construction liens attaching to any portion of the condominium premises shall be subject to the following limitations and Section 132 of the Act:

(1) Except as provided herein, a construction lien for work performed upon a Condominium Unit or upon a limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(2) A construction lien for work authorized by the Association may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the condominium documents.

(3) A construction lien may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted for by the Association.

SECTION 4. Payment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid

by the Co-owners in accordance with the percentage of value allocated to each Unit in the Amended and Restated Superseding Consolidated Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Condominium Unit. The annual assessment shall be payable by Co-owners in twelve (12) equal monthly installments, or as otherwise determined by the Board of Directors, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment, which shall be the first day of each calendar month. Assessments in default shall bear interest at the highest rate allowed by law until paid in full. In addition, every monthly installment of the annual assessment which remains unpaid (not received in the office of the Management Company) as of the tenth of each calendar month, shall incur a uniform late charge of twenty-five (\$25.00) dollars per month to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may revise said uniform late charges, and may provide for different or additional late fees or penalties for delinquencies in the payment of any additional or special assessments levied by the Association, pursuant to Section 10 of Article VI of these Bylaws. The interest and late charges referenced herein shall not be in place of, or otherwise limit the Association's right to levy fines for non-payment of assessments in accordance with Article XVII hereof, which if levied, will be in addition to any such interest or late charges. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments (including late fees and costs of collection and enforcement of payment) levied against his Unit while such Co-owner has an ownership interest therein. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

SECTION 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

#### SECTION 6. Enforcement.

A. Statutory Lien. Sums assessed to a Co-owner which are unpaid constitute a lien upon the Unit or Units in the development owned by the Co-owner at the time of the assessment before other liens except tax liens on the Condominium Unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded as provided hereafter in this Section 6, have priority over a first mortgage recorded subsequent to the recording of the notice and affidavit of lien. The lien upon each Condominium Unit owned by the Co-owner shall be in the amount assessed against the Condominium Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Condominium Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Condominium Units. The lien may be foreclosed by an action or by

advertisement in the name of the condominium project on behalf of the other Co-owners as hereinafter provided.

B. Remedies. The Association may enforce collection of delinquent assessments by a suit of law for money judgment or by foreclosure of the statutory lien that secures payment of assessments. A Co-owner may not assert in an answer, or set-off to a complaint brought by the Association for non-payment of assessments, the fact that the Association or its agents have not provided services or management to a Co-owner. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, all unpaid installments of the annual assessment for the pertinent fiscal year shall be automatically accelerated, and will be immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project, shall not be qualified to run for or function as an officer or Director of the Association, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and if the Unit is not occupied by the Co-owner, to lease the Condominium Unit and collect and apply the rental therefrom. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XVII of these Bylaws. All remedies shall be cumulative and not alternative.

C. Foreclosure of Lien. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose of the lien securing payment of assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit (and improvements) with respect to which assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 6 and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

D. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies



hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of records. Such affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association.

E. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interests, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

SECTION 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit, and except for claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

SECTION 8. Assessment Status Upon Sale of Unit. Upon the sale or conveyance of a Condominium Unit, any unpaid assessment against the Condominium Unit shall be paid out of the net proceeds of the sale price to the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid assessments. A purchaser of a Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Unit and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection of such assessments.

## ARTICLE III

### ARBITRATION, LEGAL ACTION

SECTION 1. Arbitration. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration and parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

SECTION 2. Right to Judicial Action. In the absence of the election and written consent of the parties pursuant to Section 1, above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

SECTION 3. Effect of Election to Arbitrate. Election by the parties to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

SECTION 4. Legal Action By The Association. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-owners in connection with the common elements of the Condominium.

## ARTICLE IV

### INSURANCE

SECTION 1. Association Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, Fidelity Bond coverage for the members of the Board and any management agent who has access to and authority over any monies received by or payable to the Association, Directors and Officers Liability coverage, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

A. Respective Responsibilities. All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner shall obtain insurance coverage at his own expense upon his Unit. It shall be each co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his

personal property and any additional fixtures, equipment and trim (as referred to in subsection B below) located within his Unit or elsewhere on the Condominium, as well as for all improvements and betterments to the Unit and Limited Common Elements and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire or other casualty (including, but not limited to, explosion, flooding, collapse, collision, or the like), and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

B. Insurance of Common Elements and Fixtures. All common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all co-owners upon request and reasonable notice during normal business hours so that co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Township of Bloomfield (or such replacements thereof as do not exceed the cost of such standard items). It shall be each co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the co-owner in writing

C. Cost of Insurance. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

D. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

SECTION 2. Association as Attorney-in-Fact. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements thereof and such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

SECTION 1. Determination of Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. Repair or Reconstruction. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty (80%) percent of the Co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

B. Decision Not to Repair or Reconstruct. If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty

(80%) percent or more of all Co-owners in number and value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

SECTION 2. Repair and Reconstruction To Condition Existing Prior to Damage. Any such reconstruction or repair shall be substantially in accordance with the Amended and Restated Superseding Consolidated Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

SECTION 3. Co-owner Responsibility for Reconstruction or Repair.

A. Definition of Responsibility. If the damage is only to a part of a Unit or common elements which are the responsibility of a Co-owner to maintain and repair and/or insure, it shall be the responsibility of the Co-owner to repair such damage in accordance with Subsection B. hereof. In all other cases, the responsibility for reconstruction and repair, although not necessarily the costs thereof, shall be that of the Association.

B. Co-owner Items. Regardless of the cause or nature of any damage or deterioration, each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's Unit and all personal property, including, but not limited to, floor coverings, window treatments, interior walls (but not any Common Elements therein, if any), wall coverings, interior trim, furniture, electrical and plumbing fixtures, HVAC components, cabinets, doors, and all appliances, whether freestanding or built-in. In the event damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs thereof shall be allocated in accordance with the provisions of this Section and Section 4. In no event shall the Association be responsible for restoration of more than finished, unpainted drywall in the case of damage to perimeter ceilings and walls which are the responsibility of the Association under this Article. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, (but the Co-owner shall be responsible for any deductible amount), and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any Unit in the Condominium.

SECTION 4. Association Responsibility for Reconstruction or Repair of Common Elements. Subject to the responsibility of the individual Co-owners as outlined in Section 3 above, and other provisions of these Bylaws or the Amended and Restated Superseding Consolidated Master Deed applicable to such situations, the Association shall be responsible for the reconstruction and repair of the Common Elements. In no event shall the Association be responsible for any damage to the contents of a Unit and/or any personal property of any Co-owner or fixtures and Limited Common Elements for which the Co-owner has responsibility. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to

replace the damaged property in a condition as good as that existing before the damage. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, the funds for the repayment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of the repair. This provision shall not be construed to require replacement of mature trees and vegetation with their equivalent.

SECTION 5. Timely Reconstruction. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement or repair of the damaged property without delay, and shall complete such repair or replacement within 6 months after the date of the occurrence which caused damage to the property.

SECTION 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

A. Common Elements Taken by Eminent Domain. If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners in number shall be binding on all Co-owners.

B. Condominium Unit Taken by Eminent Domain. If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The Court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Condominium Unit.

C. Partial Taking of a Condominium Unit. If portions of a Condominium Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium Unit not taken. The undivided interest of such Condominium Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Condominium Unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Condominium Unit shall be reallocated among the other Condominium Units in the condominium project in proportion to their respective undivided interests in the Common Elements. A Condominium Unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Condominium Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit not Taken by Eminent Domain. If the taking of a portion of a Condominium Unit makes it impractical to use the remaining portion of that Condominium Unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the Common Elements appertaining to that Condominium Unit shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium Unit shall thenceforth be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.

E. Future Expenses of Administration Appertaining to Condominium Unit(s) Taken by Eminent Domain. Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium Units, being allocated to them in proportion to their relative voting strength in the Association. A Condominium Unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the taking by Eminent Domain. In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Amended and Restated Superseding Consolidated Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Condominium.

G. Condemnation or Eminent Domain Proceeding. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

SECTION 7. Notice to Mortgagees. In the event that any mortgage in the Condominium is held or insured by any of the governmental secondary mortgage market lenders, such as the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Veteran's Administration ("VA") or the United States Department of Housing and Urban Development ("HUD"), the Association shall give such entities written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, or any loss to or taking of any Unit, or part thereof, if the loss or taking exceeds TEN THOUSAND (\$10,000.00) DOLLARS in amount.

SECTION 8. Rights of First Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a

distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

#### SECTION 1. Use of Condominium Unit.

A. Single Family Use. No Unit in the Condominium shall be used for other than single family residential purposes and the Common Elements shall be used only for purposes consistent with the use herein stated. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, except that Co-owners shall be allowed to have offices in their homes (upon written consent of the Board of Directors, which consent shall not be unreasonably withheld), provided the same do not constitute a violation of any ordinances or regulations of the Township of Bloomfield, and do not involve additional pedestrian or vehicular traffic and/or congestion within the Condominium, do not disturb other Co-owners, do not involve additional expense to the Association (such as utility charges and insurance), and do not violate any other provision or restriction contained in the Condominium Documents.

B. Occupancy Restrictions. All Units shall be occupied in strict conformance with the restrictions and regulations of the BOCA National Property Maintenance Code, or such other codes or ordinances which may be adopted by the Township of Bloomfield from time to time. Accordingly, the number of persons allowed to reside in any Unit shall be restricted by the size of the bedrooms and other areas of said Unit. Such restrictions shall automatically change, without the necessity of an amendment to this document, upon the adoption of alternative regulations by the Township of Bloomfield, such that the occupancy of all Units in the Condominium shall be in accordance with all Township regulations at all times.

#### SECTION 2. Leasing and Rental of Units.

A. Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in subparagraph B. below. No Co-owner shall lease less than an entire Unit in the Condominium, and no lease shall be valid unless the same shall be for an initial term of not less than six (6) months. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

B. Procedures for Leasing. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease Form to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.



(2) Tenants or Non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or Non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

(b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Non-Co-owner and tenant or Non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit. The Co-owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorneys fees.

(d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

### SECTION 3. Alterations and Modifications.

A. Alterations. No Co-owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, (including any change in the use or utilization thereof) without the express written approval of the Board of Directors including but not limited to, exterior painting, replacement of windows, or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes, spas, hot tubs, decks, structures, fences, walls, landscaping or other exterior attachments or modifications. The erection of antennas, DBS reception devices, and other technologies regulated by the Federal Communications Commission, shall be in accordance with duly promulgated rules and regulations of the Association, which shall at all times be construed so as not to violate FCC regulations applicable thereto. No Co-owner shall in any way restrict access to

any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way, nor shall any Co-owner damage or make modifications or attachment to common element walls between Units which in any way impairs sound conditioning qualities of said walls. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

B. Procedures for Obtaining Approval. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes. The Board of Directors shall then appoint an architectural control committee for purposes of reviewing the proposal. The members of said committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such committee. The committee may seek opinions from the co-owners of the Project and shall, within a reasonable time, prescribed by the Directors render a recommendation and report to the Board of Directors. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same. In the event that such application for changes are approved by the Board of Directors it shall be subject to a written undertaking by the co-owner acknowledging that all of the improvements are to be at the co-owner's sole expense. That injury, if any, to the common elements will be repaired promptly by the co-owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors.

C. Modifications or Improvements to Accommodate the Handicapped. Notwithstanding the previous subparagraph A, a Co-owner may make improvements or modifications to the Co-owner's Condominium Unit, including Common Elements and the route from the public way to the door of the Co-owner's Condominium Unit, at the Co-owner's expense, if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for handicappers or to alleviate conditions that could be hazardous to handicappers, subject to the following:

(1) The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project, nor unreasonably prevent passage by other residents of the Condominium Project upon the Common Elements.

(2) The Co-owner shall be liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, and such improvement or modification shall comply with all applicable state and local building requirements and health and safety laws and ordinances and shall be made as closely as possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(3) Before an improvement or modification allowed by this subsection is made the Co-owner shall submit plans and specifications for such alteration to the Association for approval. If the proposed alteration substantially conforms to the requirements of this subsection, the Association shall not deny the same without good cause. A denial shall be in writing, delivered to the Co-owner, listing the changes needed for the proposed alteration to conform. Any requests for approval by the Association under this subsection shall be acted upon not later than sixty (60) days after the required plans and specifications are submitted. Failure of the Association to approve or deny a request within the sixty (60) day period shall entitle the Co-owner to undertake the alteration without the approval of the Association.

(4) Any Co-owner making an alteration pursuant to this subsection shall maintain liability insurance, and provide the Association with proof thereof prior to undertaking the alteration or modification, underwritten by an insurer authorized to do business in this state, in an amount adequate to compensate for personal injuries caused by the exterior alteration, but the Co-owner shall not be liable for acts or omissions of the Association with respect to the exterior alteration, and the Co-owner shall not be required to maintain liability insurance with respect to any Common Element.

(5) Responsibility for the cost of any maintenance, repair or replacement of an exterior alteration allowed by this Section shall be in accordance with the provisions of Section 47(a) of the Michigan Condominium Act.

(6) A Co-owner having made an alteration allowed by this subsection shall notify the Association in writing of the Co-owner's intention to convey any interest in or lease his or her Condominium Unit to another, not less than thirty (30) days before the effective date of the conveyance or lease. Not more than thirty (30) days after receiving such a notice, the Association may require that the Co-owner remove the alteration and restore the premises at the Co-owner's expense. In the absence of the required notice of conveyance or lease, the Association may at any time remove or require the Co-owner to remove the alteration at the Co-owner's expense, however, the Association may not remove or require the removal of an alteration if the Co-owner conveys or leases the Condominium Unit to a handicapper who needs the same type of alteration, or to a person whose parent, spouse or child is a handicapper, requiring the same type of alteration and who resides within the Unit.

SECTION 4. Conduct upon the Condominium Premises. No immoral, improper, unlawful or offensive activity, including but limited to speeding or other vehicular infractions, shall be carried on or upon the Common Elements, limited or general, or any Unit, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be engaged in on the Common Elements or in any Unit at any time, and disputes among Co-owners arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

SECTION 5. Animals upon the Condominium Premises. No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, which consent, if given, shall be revocable at any time by the Association for failure of such pets or their owners to abide by the provisions of this Section and the Rules and Regulations of the Association pertaining to the keeping of pets.

A. Restrictions Applicable to Pets in the Project. **ALL PETS MUST BE LICENSED AND PERMITTED IN ACCORDANCE WITH THE ORDINANCES OF BLOOMFIELD TOWNSHIP**. No animals may be kept or bred for any commercial purpose. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium Project. No savage or dangerous animal of any type shall be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time shall indemnify and hold harmless the Association for any loss, damage or liability, including attorney fees and costs, which the Association may sustain as a result of the presence of such animal on the premises, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. No animal which creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The term "animal" or "pet" as used in this section shall not include small domesticated animals which are constantly caged or confined such as birds or fish. Any exotic pets or animals are strictly prohibited.

B. Association Remedies. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper, and may require that all pets be registered with the Association. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulation of the Association.

SECTION 6. Use of Common Elements. The Common Elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash shall be stored in trash receptacles approved by the Association, and except for such short periods of time as may be necessary to permit periodic collection of trash, shall not be permitted to remain on the Common Elements at any time. Garage doors shall be kept closed at all times except as may be

reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained upon any Limited Common Elements and only furniture and equipment consistent with ordinary porch, deck, patio and balcony use shall be permitted to remain there during seasons when said elements are reasonably in use and no furniture or equipment of any kind shall be stored on or in porches, decks, patios and balconies during seasons when said elements are not reasonably in use. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his Unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium.

SECTION 7. Vehicles upon the Condominium Premises. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, snowmobiles, snowmobile trailers, motor homes, off-the-road vehicles, all terrain vehicles or vehicles other than automobiles and non-commercial pick-up trucks and passenger vans used as an occupant's primary means of transportation, may be parked or stored upon the premises of the Condominium, except in a Unit garage with the door closed.

A. Commercial Vehicles. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries, pickups or providing services in the normal course of business. For purposes of this Section, small passenger vans and pick-up trucks shall not be considered commercial vehicles provided there are no markings, fixtures or advertising appearing on said vehicles which indicate their commercial nature, and provided the same are used as a Co-owner's primary means of personal transportation. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area thereof.

C. Standing Vehicles, Repairs. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises either temporarily or permanently. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises, unless specifically approved by the Board of Directors.

D. Association Rights - Parking. There shall be no parking on the streets/roads within the Condominium, except in accordance with reasonable exceptions made by the Association from time to time. No parking whatsoever shall be allowed in posted fire lanes, and assigned parking shall only be utilized by the Unit to which the same is assigned, unless the use thereof is allowed to another Co-owner by the assigned Co-owner in writing, with a copy to, and approval of, the Board of Directors. In the event that there arises a shortage of parking spaces or parking creates a nuisance, the Association may construct additional parking facilities on the General Common Elements, or make whatever rules and regulations pertaining to parking, as the Association, in its discretion, determines. The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be stickered and/or removed (towed) from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. The Association shall not be liable to any Co-owner, in any sum or for any reason whatsoever, for the removal of a vehicle in accordance with this Section. In such cases, the Co-owner shall be responsible for costs incurred in having a

towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking and use of vehicles in the Condominium Project consistent with the provisions hereof, and may levy fines for violations of such rules and regulations or this Section. The Board of Directors shall also have the power and authority to allocate and assign parking spaces from time to time on an equitable basis.

SECTION 8. Prohibition of Dangerous Items upon the Condominium Premises. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed to be extra-hazardous to life, limb, or property, without in each case obtaining the written consent of the Association.

SECTION 9. Signs upon the Condominium Premises. No signs, notices, advertisements, pennants or flags, other than a US flag no larger than 3' x 5', shall be displayed which are visible from the exterior of a Unit, including "For Sale" or "For Rent" signs, without written permission from the Association.

SECTION 10. Regulations Consistent with the Act. Reasonable regulations consistent with the Act, the Amended and Restated Superseding Consolidated Master Deed, and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

SECTION 11. Association Access to Units and/or Limited Commons Elements. The Association or its duly authorized agents shall have access to each Unit and any limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

SECTION 12. Landscaping and Decoration of Common Elements. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials, including but not limited to statuary, exterior lighting, furniture, implements, rocks or boulders, fencing or other decorative items upon the General Common Elements unless the same is approved by the Association in writing and is in total conformance with the Association's policies on landscaping as may be published from time to time. Any landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner, if and when approved, shall be the responsibility of the Co-owner to maintain. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any materials specified in this Section interfere with maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access and/or performance of such services, nor shall the Association be responsible for monetary damages of any sort arising out of any such actions. In the event that any Condominium Unit contains a courtyard, atrium or exterior deck, any landscaping installed by the Co-owner in such areas shall be consistent with the decorative theme of the Condominium Development.

(SECTION 13. Co-owner Maintenance of Unit and Limited Common Elements. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition.) Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. (Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Co-owner negligence, involving items or common elements which are the responsibility of the Co-owner to maintain, repair and replace,) unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount.) (Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.) Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

SECTION 14. Burglar Alarm Systems. If a Co-owner wishes to install a burglar alarm or other type of warning system, prior approval must be obtained from the Association as to the type of system to be installed. That approval shall not be unreasonably withheld as long as the system to be installed has no exterior appurtenances and will not unreasonably interfere with the rights of other co-owners.

SECTION 15. Outbuildings. No Co-owner shall construct any outbuilding of any kind, nature or description for any use whatsoever.

SECTION 16. Obstruction of Common Elements. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

SECTION 17. Application of Restrictions to the Association. None of the restrictions contained in this Article VI shall apply to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, Corporate Bylaws and these Bylaws as the same may be amended from time to time.

SECTION 18. Costs of Enforcing Documents. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Sections 5, 7 and 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner or Co-owners in the manner provided in Article II hereof.

SECTION 19. Association Approvals Revocable. All approvals given by the Association in accordance with these Bylaws shall be revocable and in the nature of a license, and can be withdrawn upon thirty (30) days written notice.

## **ARTICLE VII**

### **PROTECTIVE COVENANTS FOR WABEEK LAKE**

The condominium property abuts and has access to Wabeek Lake. The Declaration of protective covenants for Wabeek Lake has been established and is recorded in Liber 6134, Page 65 of Oakland County Records. Usage of Wabeek Lake by the Condominium Association and the co-owners of the condominium is specifically subject to provisions of the foregoing Declaration of Protective Covenants applicable to Wabeek Lake.

## **ARTICLE VIII**

### **MORTGAGES**



SECTION 1. Notification of Mortgage. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

SECTION 2. Notification to Mortgagee of Insurance Company. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

SECTION 3. Notification to Mortgagee of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## ARTICLE IX

### VOTING

SECTION 1. Co-owner Voting Designation. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number, and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article VI of the Amended and Restated Superseding Consolidated Master Deed, when voting by value, provided that said Co-owner is in good standing and not in default of any payment of regular, additional or special assessments, or other charges levied by the Association against said Co-owner's Unit. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

SECTION 2. Evidence of Ownership for Voting Purposes. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 below or by a proxy given by such individual representative.

SECTION 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new

notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

SECTION 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) in number and value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

SECTION 5. Voting. Votes may be cast in person or in writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association, by mail, fax, delivery or any other method. Cumulative voting shall not be permitted.

SECTION 6. Majority. Unless otherwise provided, any action which could be authorized at a meeting of the members shall be authorized by the vote of more than 50% in value of those Co-owners qualified to vote and present in person or by proxy (or by written vote if applicable) at a given meeting of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting or vote of the members of the Association.

SECTION 7. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner (with respect to notice) as provided in Article X, Section 4. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast. Votes may be cast in accordance with this paragraph by mail, hand delivery, or by facsimile.

SECTION 8. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes

thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

## **ARTICLE X**

### **MEETINGS**

SECTION 1. Place of Meetings. Meetings of the Association members shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Meetings of the Association members shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Amended and Restated Superseding Consolidated Master Deed or the laws of the State of Michigan.

SECTION 2. Annual Meetings. The first annual meeting of members of the Association has already been held. Thereafter, the annual meetings of members of the Association shall be held in the month of October each succeeding year at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a two-thirds (2/3) majority vote, change the date of the annual meeting in any given year provided that at least one such meeting is held in each calendar year. Written notice of each annual meeting, as well as any change in the date of the annual meeting as provided for herein, shall be given to all co-owners at least ten (10) days before the date for which the meeting is or was originally scheduled. At the annual meeting, there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one third (1/3) of the co-owners in number presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article IX, Section 3. hereof or to the address of the unit owned by the co-owner shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

SECTION 5. Adjournment for Lack of Quorum. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 6. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

SECTION 7. Minutes. Minutes or a similar record of the proceedings of meetings of members, or of the Board of Directors, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE XI**

### **BOARD OF DIRECTORS**

SECTION 1. Qualification of Directors. The affairs of the Association shall be governed by a Board of Directors all of whom must be co-owners in good standing of Units in Lakeshore at Wabek. No more than one person owning or residing in a Unit may run for the Board at any time. Directors shall serve without compensation.

SECTION 2. Number of Directors. The Board of Directors shall be composed of five (5) persons. At the first annual meeting five members were elected to the Board. The two nominees receiving the highest number of votes were elected for three (3) year terms. The two nominees receiving the next highest number of votes were elected to serve one (2) year terms, and the fifth member was elected to serve a one (1) year term. Each year thereafter, either one or two Directors shall be elected (depending on the number of directorships whose terms have expired), and all such future Directors shall serve for three (3) year terms. All directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 3. Powers. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

SECTION 4. Other Duties. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

- (a) Management and Administration. To manage and administer the affairs of and maintenance of the Condominium Project and the Common Elements thereof, all to the extent set forth in the Amended and Restated Superseding Consolidated Master Deed, or elsewhere in the Condominium Documents.
- (b) Collecting Assessments. To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) Insurance. To carry insurance and collect and allocate the proceeds thereof.
- (d) Rebuild Improvements. To rebuild improvements after casualty, subject to the terms hereof.
- (e) Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.
- (g) Borrow Money. To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of 75% of all of the members of the Association in number and value.
- (h) Rules and Regulations. To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.
- (i) Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) Enforce Documents. To enforce the provisions of the Condominium Documents.

SECTION 5. Professional Management. The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 & 4 of this Article, and the Board may delegate to such

management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating professional management and assuming self-management. No management contract shall be for a term exceeding three (3) years.

SECTION 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so appointed shall be a director until the end of the term of the Director who he/she replaced and a successor is elected at such annual meeting of the Association.

SECTION 7. Removal of Directors. At any regular or special meeting of the Association duly called and held, any one or more of the directors may be removed with or without cause by a majority of the co-owners in value in attendance at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

SECTION 8. First Meeting of New Board. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place and time as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the entire Board is present at such a meeting.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. At least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, facsimile, telephone or telegraph at least three (3) days prior to the date of the meeting, unless waived by said director.

SECTION 10. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, or by mail, telephone, facsimile or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director.

SECTION 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing or orally, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by that director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. A Director will be considered present and may vote on matters before the Board by proxy, by written vote, by fax, or by any other written method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

SECTION 13. Action Without Meeting. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

SECTION 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be expenses of administration.

## **ARTICLE XII OFFICERS**

SECTION 1. Designation. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

SECTION 2. Appointment. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

SECTION 3. Removal. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed by the Board of Directors either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. President. The president shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president nor the vice president are able to act, the Board of Directors shall appoint some

other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

SECTION 6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and the secretary shall in general, perform all duties incident to the office of the secretary.

SECTION 7. Treasurer. The treasurer shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The treasurer shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

SECTION 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## ARTICLE XIII

### FINANCES

SECTION 1. Records and Books of the Association. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Amended and Restated Superseding Consolidated Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable business hours.

SECTION 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of Directors. The commencement date of the fiscal year of the Association shall be subject to change by the Board of Directors for accounting reasons or other good cause.



SECTION 3. Banking. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or certificates of deposit with such banks and savings associations as are insured by the FDIC or the FSLIC, and may also be invested in interest bearing obligations of the United States Government or in such other accounts or depositories as may be adequately insured in the discretion of the Board of Directors.

## **ARTICLE XIV INDEMNIFICATION**

SECTION 1. Indemnification. Indemnification of any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (other than an action, suit, or proceeding by or in the right of the Corporation), by reason of the fact that he is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust or other enterprise, shall be in accordance with the provisions contained in the Articles of Incorporation for the Association.

SECTION 2. Rights Not Exclusive. The indemnification or advancement of expenses provided by the Articles of Incorporation shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in the Articles of Incorporation shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SECTION 3. Directors and Officers Liability Insurance. The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation or of the Michigan Non-Profit Corporation Act.

## **ARTICLE XV**

## **COMPLIANCE**

SECTION 1. Compliance of the Documents. The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act, Amended and Restated Superseding Consolidated Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations of the Condominium. In the event that such Amended and Restated Superseding Consolidated Master Deed, these Bylaws or Articles of Incorporation conflict with the provisions of any Statute, the Statute shall govern. If any provision of these Bylaws or the Corporate Bylaws conflicts with any provision of the Amended and Restated Superseding Consolidated Master Deed, the Amended and Restated Superseding Consolidated Master Deed shall govern. If any provision of the Corporate Bylaws conflicts with any provision of these Bylaws, these Bylaws shall govern.

SECTION 2. Amendment. These Bylaws may be amended in accordance with the Act and the provisions of ARTICLE VIII of the Amended and Restated Superseding Consolidated Master Deed for Lakeshore At Wabek.

SECTION 3. Definitions. All terms used herein shall have the same meaning as set forth in the Amended and Restated Superseding Consolidated Master Deed to which these Bylaws are attached as an Exhibit, or as set forth in the Act.

## ARTICLE XVI

### REMEDIES FOR DEFAULT

SECTION 1. Default by a Co-owner. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

A. Remedies for Default by a Co-owner to Comply with the Documents. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

C. Association's Right to Abate. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the

provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of its exercise of its removal and abatement power granted hereunder.

D. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XVII of these Bylaws. Fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article XVII. Section 2, and an opportunity for such Co-owner to appear before and/or respond to the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

SECTION 2. Failure to Enforce Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

SECTION 3. Cumulative Rights. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

## ARTICLE XVII

### FINES

SECTION 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

SECTION 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

A. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article IX, Section 3 of these Bylaws.

B. Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting or the Board's earliest convenience, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

C. Default. Failure to respond to the notice of violation within thirty (30) days of the violation constitutes a default.

D. Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

SECTION 3. Fines. Upon violation of any of the provisions of the Condominium Documents, and after default of the offending Co-owner, or upon the decision of the Board as recited above, the Board of Directors shall assess an appropriate fine, in its sole discretion, based upon the provisions of this Article. The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 10 of these Bylaws. For purposes of this Section, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an owner of a Unit or occupant of the Project, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues. Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Act for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

SECTION 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XVI of these Bylaws.

## **ARTICLE XVIII**

### **SEVERABILITY**

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES  
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received		(FOR BUREAU USE ONLY)
		Trans Info: 1 3278245-1 11/14/2000 Chk#: 14407 ID: Amt \$10.00 731333
Name <b>Mark F. Makower &amp; Associates, P.C.</b>		EFFECTIVE DATE: <b>FILED</b> NOV 16 2000 <i>Administrator</i> MI DEPT. OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES
Address <b>28535 Orchard Lake Road, Suite 100</b>		
City <b>Farmington Hills</b>	State <b>Michigan</b>	
		Zip Code <b>48334</b>

☒ Document will be returned to the name and address you enter above ☐

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**  
**For use by Domestic Profit and Nonprofit Corporations**  
 (Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162 Public Acts of 1982 (non profit corporations), the undersigned corporation executes the following Certificate:*

1 The present name of the corporation is: **Lakeshore at Wabeek Condominium Association**

2 The identification number assigned by the Bureau is:

**731-333**

3. The location of the registered office is:

**3319 Greenfield Rd, Suite 321 Dearborn Michigan 48120**  
 (Street Address) (City) (Zip Code)

4. Articles VIII and IX are hereby added to the Articles of Incorporation, and reads as follows:

**SEE ATTACHED ADDENDUM.**

*jk*

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 26 day of OCTOBER ~~19~~ 2000 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☒ at a meeting. The necessary votes were cast in favor of the amendment

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 1<sup>ST</sup> day of NOVEMBER, ~~19~~ 2000

By Edmund L. London  
(Signature of President, Vice-President, chairperson or vice-chairperson)

EDMUND L. LONDON

(Type or Print Name)

PRESIDENT

(Type or Print Title)

## **Article VIII**

### **Claims against Volunteers; Assumption of Volunteer Liability by the Corporation**

Section 1. Claims against Volunteers. Under all circumstances except those listed in Sections 2.(a)-(e), below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Association for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Association.

Section 2. Assumption of Volunteer Liability. The Association shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors, volunteer officers, or other volunteers, if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

## **Article IX**

### **Indemnification**

In addition to the provisions of Article VIII, the Association may indemnify its volunteer directors, volunteer officers, volunteers, individuals, or persons in the following manner:

Section 1. Individuals. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal including all appeals (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that he is or was a Director, officer, or employee of the Association, or is or was serving at the request of the Association as a Director, or officer of another corporation (whether non-profit or for profit), partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the

extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

Section 2. Expenses. To the extent that a Director, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

Section 3. Determination of Right to Indemnification. Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon determination that indemnification of the Director, officer, or employee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or 2. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Association), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

Section 4. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or employee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

Section 5. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under the Articles of Incorporation, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 6. Directors and Officers Liability Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or employee of the Association, or is or was serving at the request of the Association as a Director, officer, or employee of another corporation (whether non-profit or for profit), partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or of the Michigan Non-Profit Corporation Act.



To the extent that any provision of this Article IX conflicts with the provisions of Article VIII, the provisions of Article VIII shall be controlling.